

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, et al.,	§	Case No. 20-33948 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**NOTICE OF FILING OF DISCLOSURE STATEMENT FOR
FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on March 24, 2021, the Debtors filed the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of Reorganization of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 1117] (the “**March 24 Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that on April 9, 2021, the Debtors filed the *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 1254] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit A** is a blackline of the changed-pages only of the Disclosure Statement compared against the March 24 Disclosure Statement.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibits B – I**, are blacklines of the changed-pages only of Exhibit A (Plan), Exhibits B - F (Leases, Rights of Way and Rights of Use and Easement Related to Oil & Gas Lease Interests), Exhibit G (Plan Release Provisions), Exhibit H (Credit Bid Purchase Agreement), and Exhibit K (Apache Implementation Agreement) to the Disclosure Statement compared against the corresponding original exhibits filed with the March 24 Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Disclosure Statement and the other relief requested in the *Motion of Debtors for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of the Estate; (VII) Approving Bid Submission Deadline and Procedures for Submission of Higher or Better Bids; and (VIII) Granting Related Relief* [Docket No. 724] (the “**Motion**”) is currently scheduled for April 14, 2021, at 2:30 p.m. (prevailing Central Time) before the Honorable Marvin Isgur, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, Texas 77002.

Dated: April 9, 2021
Houston, Texas

Respectfully submitted,

/s/ Alfredo R. Pérez

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez (15776275)

700 Louisiana Street, Suite 1700

Houston, Texas 77002

Telephone: (713) 546-5000

Facsimile: (713) 224-9511

Email: Alfredo.Perez@weil.com

-and-

WEIL, GOTSHAL & MANGES LLP

Matthew S. Barr (admitted *pro hac vice*)

Jessica Liou (admitted *pro hac vice*)

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Email: Matt.Barr@weil.com

Jessica.Liou@weil.com

*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that, on April 9, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

Exhibit A

Blackline of Disclosure Statement

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: FIELDWOOD ENERGY LLC, et al., Debtors.¹	§ § § § §	Chapter 11 Case No. 20-33948 (MI) (Jointly Administered)
--	--	---

**DISCLOSURE STATEMENT FOR ~~THIRD~~FOURTH AMENDED JOINT CHAPTER 11
PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez
Clifford Carlson
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (713) 546-5000
Facsimile: (713) 224-9511

WEIL, GOTSHAL & MANGES LLP

Matthew S. Barr (admitted *pro hac vice*)
Jessica Liou (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for the Debtors and
Debtors in Possession*

Dated: ~~March 24~~April 9, 2021
Houston, Texas

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

DISCLOSURE STATEMENT, DATED ~~MARCH 24~~APRIL 9, 2021

Solicitation of Votes on the
Plan of Reorganization of

FIELDWOOD ENERGY LLC, *ET AL.*

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE ~~THIRD~~FOURTH AMENDED JOINT CHAPTER 11 PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES (COLLECTIVELY, THE “DEBTORS”) ATTACHED HERETO AS EXHIBIT A (AS MAY BE FURTHER MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND TOGETHER WITH ALL EXHIBITS AND SCHEDULES THERETO, THE “PLAN”).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON ~~APRIL 26~~JUNE 2, 2021 UNLESS EXTENDED BY THE DEBTORS.

THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS ~~MARCH 24~~APRIL 14, 2021 (THE “RECORD DATE”).

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION.....	1
A. Overview of Restructuring Transactions.....	2
B. Credit Bid Transaction.....	5 <u>6</u>
1. M&A Process.....	6
2. Negotiations with Consenting Creditors.....	6
3. Pro Forma Capital Structure of Credit Bid Purchaser.....	7
C. Further Transaction Proposals.....	9
D. Apache Transactions and FWE I.....	9
E. FWE III.....	11
G. Abandoned Properties.....	12 <u>13</u>
1. Discussions with the Government, Predecessors, CIOs, and Sureties.....	13
2. Agreed Activities on Abandoned Properties, Operational Transition Packets, and 90-Day Transition Services Agreements relating to Abandoned Properties.....	13 <u>14</u>
3. Potential Consensual, Commercial Arrangements with Predecessors.....	14
4. Notice to Predecessors and CIOs.....	15
H. 363 Credit Bid Transaction.....	15
I. Settlement with the Creditors' Committee.....	16
J. Settlement with the Ad Hoc Group of SLTL Lenders.....	18
K. Recommendation.....	19
L. Confirmation Timeline.....	19
M. Inquiries.....	20
II. SUMMARY OF PLAN TREATMENT.....	20
III. OVERVIEW OF DEBTORS.....	23
A. General Overview.....	23
B. Debtors' Corporate History and Structure.....	24
1. Corporate History.....	24
2. Debtors' Corporate and Governance Structure.....	28
C. Equity Ownership.....	29 <u>30</u>
D. Prepetition Indebtedness.....	30

1.	First Lien First Out Credit Agreement.....	30
2.	First Lien Term Loan Agreement.....	31
3.	Second Lien Term Loan Agreement.....	32
4.	Intercreditor Agreements.....	32 <u>33</u>
5.	DB Receivables Facility.....	33
6.	Surety Bonds.....	33
7.	Unsecured Claims.....	33 <u>34</u>
8.	Intercompany Claims.....	33 <u>34</u>
IV.	KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES.....	34
A.	Cost Reduction.....	34 <u>35</u>
B.	Vendor and Surety Issues.....	35
C.	Prepetition Restructuring Efforts.....	35 <u>36</u>
V.	OVERVIEW OF CHAPTER 11 CASES.....	37
A.	Commencement of Chapter 11 Cases and First Day Motions.....	37
B.	First Day Motions.....	37
C.	Procedural Motions and Retention of Professionals.....	37 <u>38</u>
D.	Appointment of Creditors' Committee.....	38 <u>39</u>
E.	Postpetition Hedging Agreements and Treatment of Hedging Obligations Under the Plan.....	39
F.	Final Hearing on Vendor, Insurance, Cash Management, and DIP Motion.....	39 <u>40</u>
G.	The Creditors' Committee's Challenge Rights.....	40
H.	Statements and Schedules, and Claims Bar Dates.....	40 <u>41</u>
I.	Extension of Debtors' Exclusivity.....	41
J.	Motion to Approve Second Lien Backstop Commitment Letter.....	41 <u>42</u>
K.	Motion to Assume Sublease.....	43
L.	Vendor Program.....	43 <u>44</u>
M.	Lien Analysis.....	43 <u>44</u>
P.	Regulatory Matters.....	46
Q.	Emergency Motion to Compel BP to Perform Under Executory Contracts.....	47 <u>48</u>
VI.	RESTRUCTURING TRANSACTIONS AND PLAN IMPLEMENTATION.....	48 <u>49</u>
A.	Approval of Credit Bid Transaction.....	48 <u>49</u>
B.	Approval of Apache Transactions.....	49
C.	<u>Approval of Additional Predecessor Agreements</u>	<u>51</u>

ED.	Approval of Abandonment of Abandoned Properties	5051
VII.	TRANSFER RESTRICTIONS AND CONSEQUENCES UNDER FEDERAL SECURITIES LAWS	51
A.	Section 1145 of the Bankruptcy Code and Subscription Transfers	5152
B.	Section 4(a)(2) of the Securities Act and Subscription Transfers	5253
VIII.	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	54
A.	Consequences to the Debtors	5556
1.	Cancellation of Debt and Reduction of Tax Attributes	5556
2.	Limitation of NOL Carryforwards and Other Tax Attributes	5657
3.	Sale of Certain Assets	5758
4.	Potential Transfer of Assets to a Liquidating Trust	5758
B.	Consequences to Holders of Certain Claims	58
1.	Taxable Exchange – Structure of Credit Bid Transaction	5859
2.	Distributions in Discharge of Accrued OID or Interest	60
3.	Character of Gain or Loss	6061
4.	Disposition of New Equity Interests	61
5.	Exercise and Disposition of the SLTL Warrants and GUC Warrants	6162
6.	Disposition of Interests in the Single Share	6162
7.	Tax Treatment of Subscription Rights	6263
C.	Tax Treatment of a Liquidating Trust and Holders of Beneficial Interests	63
1.	Classification of Liquidating Trust	63
2.	General Tax Reporting by Liquidating Trust and its Beneficiaries	6364
D.	Information Reporting and Back-Up Withholding	6465
IX.	CERTAIN RISK FACTORS TO BE CONSIDERED	6566
A.	Certain Bankruptcy Law Considerations	6566
1.	Risk of Termination of RSA	6566
2.	Risk of Non-Confirmation of the Plan	66
3.	Risk of Non-Consensual Confirmation and Conversion into Chapter 7 Cases	6667
4.	Risk of Non-Occurrence of the Effective Date	6667
5.	Risks Related to Possible Objections to the Plan	67
6.	Parties in Interest May Object to Plan’s Classification of Claims and Interests	6768

	7. Conditions to Credit Bid Transaction May Not Be Satisfied.....	67 <u>68</u>
	8. Releases, Injunctions, and Exculpations Provisions May Not Be Approved.....	67 <u>68</u>
B.	Additional Factors Affecting the Value of NewCo and its Subsidiaries.....	68
	1. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary.....	68
	2. Risks Associated with the Debtors' Business and Industry.....	68 <u>69</u>
C.	Factors Relating to New Equity Interests to Be Issued under Plan.....	70
	1. Market for Equity of NewCo.....	70
	2. Potential Dilution.....	70 <u>71</u>
	3. Significant Holders.....	70 <u>71</u>
	4. New Equity Interests Subordinated to NewCo's Indebtedness.....	70 <u>71</u>
	5. Valuation of NewCo Not Intended to Represent Trading Value of New Equity Interests of NewCo.....	71
	6. No Intention to Pay Dividends.....	71 <u>72</u>
D.	Factors Relating to Second Lien Backstop Commitment Letter.....	71 <u>72</u>
	1. Bankruptcy Court Might Not Approve Second Lien Backstop Commitment Letter.....	71 <u>72</u>
E.	Risks Related to Equity Rights Offerings and ERO Backstop Agreements.....	71 <u>72</u>
	1. Bankruptcy Court Might Not Approve FLTL Equity Rights Offering Procedures or SLTL Equity Rights Offering Procedures.....	71 <u>72</u>
	2. Debtors May Not Secure ERO Backstop Agreements.....	71 <u>72</u>
F.	Risks Related to Recoveries for Holders of General Unsecured Claims Under the Plan.....	72
	1. Allowed General Unsecured Claims Could be More than Projected.....	72
	2. Residual Distributable Value of the Single Share of Post-Effective Date FWE Parent.....	72 <u>73</u>
G.	Additional Factors.....	72 <u>73</u>
	1. Debtors Could Withdraw Plan.....	72 <u>73</u>
	2. Debtors Have No Duty to Update.....	72 <u>73</u>
	3. No Representations Outside the Disclosure Statement Are Authorized.....	73
	4. No Legal or Tax Advice Is Provided by the Disclosure Statement.....	73 <u>74</u>
	5. No Admission Made.....	73 <u>74</u>
	6. Certain Tax Consequences.....	73 <u>74</u>

X. VOTING PROCEDURES AND REQUIREMENTS	<u>7374</u>
A. Voting Deadline	<u>7374</u>
B. Voting Procedures	<u>7475</u>
C. Parties Entitled to Vote	<u>7475</u>
1. Fiduciaries and Other Representatives	76
2. Agreements Upon Furnishing Ballots	<u>7677</u>
3. Change of Vote	<u>7677</u>
D. Waivers of Defects, Irregularities, etc.	<u>7677</u>
E. Further Information, Additional Copies	77
XI. CONFIRMATION OF PLAN	<u>7778</u>
A. Confirmation Hearing	<u>7778</u>
B. Objections to Confirmation	<u>7778</u>
C. Requirements for Confirmation of Plan	79
1. Acceptance of Plan	<u>7980</u>
2. Best Interests Test	<u>8081</u>
3. Feasibility	81
4. Valuation	<u>8384</u>
XII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN	<u>8384</u>
A. Alternative Plan of Reorganization	<u>8384</u>
B. Sale under Section 363 of the Bankruptcy Code	<u>8384</u>
C. Liquidation Under Chapter 7 of Bankruptcy Code	84
XIII. CONCLUSION AND RECOMMENDATION	<u>8485</u>
Exhibit A:	Plan
Exhibit B:	Leases, Rights of Way and Rights of Use and Easement Related to Purchased Oil & Gas Lease Interests
Exhibit C:	Leases, Rights of Way and Rights of Use and Easement Related to FWE I Oil & Gas Lease Interests
Exhibit D:	Leases, Rights of Way and Rights of Use and Easement Related to FWE III Oil & Gas Lease Interests
<u>Exhibit E:</u>	<u>Leases, Rights of Way and Rights of Use and Easement Related to FWE IV Oil & Gas Lease Interests</u>
Exhibit EF:	Leases, Rights of Way and Rights of Use and Easement Related to Abandoned Properties
Exhibit FG:	Plan Release Provisions
Exhibit GH:	Credit Bid Purchase Agreement
Exhibit HI:	First Lien Exit Facility Commitment Letter
Exhibit IJ:	Second Lien Exit Facility Term Sheet
Exhibit JK:	Apache Term Sheet Implementation Agreement

Exhibit **KL**: Organizational Chart
Exhibit **LM**: Liquidation Analysis
Exhibit **MN**: Valuation Analysis
Exhibit **NO**: Financial Projections
Exhibit **OP**: Chevron Term Sheet

I. INTRODUCTION

Fieldwood Energy LLC (“**FWE**”) and its debtor affiliates² (each, a “**Debtor**,” and collectively, the “**Debtors**” or the “**Company**”) submit this disclosure statement (including any exhibits and schedules hereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”) in connection with the Solicitation of votes on the ~~Third~~Fourth *Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* dated ~~March 24~~April 9, 2021 attached hereto as **Exhibit A** (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Plan**”). The Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) on August 3, 2020 and August 4, 2020 (as applicable, the “**Petition Date**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only (together, the “**Chapter 11 Cases**”).

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, summaries of the Plan, certain statutory provisions, events contemplated in the Chapter 11 Cases, and certain documents related to the Plan.³

As described more fully below, the Plan provides for a comprehensive set of restructuring transactions, including consummation of the Credit Bid Transaction and the Apache Transactions (each as defined below), which are collectively designed to (i) recapitalize and preserve the going concern value of specified Debtors’ Deepwater Assets and Shelf Assets (each as defined below) and the jobs of over 1,000 employees and contractors, (ii) maximize recoveries to the Debtors’ stakeholders, and (iii) ensure that all plugging and abandonment and decommissioning obligations (the “**P&A Obligations**”) are addressed in a methodical and safe manner by responsible parties, as determined by Bureau of Safety and Environmental Enforcement (“**BSEE**”).

The restructuring contemplated by the Plan is a significant achievement for the Debtors, developed in the midst of an unprecedented and challenging operating environment. The Debtors strongly believe that the Plan is in the best interests of their creditors, equity holders and estates, and represents the best available alternative at this time. Indeed, the Plan is supported by several of the Debtors’ key stakeholders, including the DIP Lenders, the Prepetition FLTL Lenders holding approximately 87% of the FLTL Claims, the Prepetition SLTL Lenders holding

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

³ Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

approximately 88.71% of the SLTL Claims, the Prepetition FLFO Lenders holding 100% of the FLFO Claims, the Creditors' Committee, ~~and~~ Apache Corporation ("**Apache**"), the predecessor in interest for the vast majority of the Debtors' Shelf Assets, and Chevron U.S.A. Inc. ("**CUSA**"), the predecessor in interest for FWE properties representing approximately 7% of the Debtors' operated P&A Obligations. Moreover, the Plan is the culmination of extensive arm's length negotiations that have occurred over the past several months with, among others, the Debtors' Consenting Creditors (as defined below), Apache, and the Creditors' Committee and reflects ongoing discussions the Debtors have had with the Debtors' regulators, including representatives from the Bureau of Ocean Energy Management ("**BOEM**"), BSEE, the Department of Interior ("**DOI**") and the Department of Justice ("**DOJ**"), the FLFO Lenders, and other key constituencies.

A. Overview of Restructuring Transactions

Pursuant to the RSA by and among the Debtors, lenders holding approximately 87% of the Company's debt under the FLTL Credit Agreement (the "**Consenting FLTL Lenders**"), lenders holding approximately 88.71% of the Company's debt under the SLTL Credit Agreement (the "**Consenting SLTL Lenders**," and, together with the Consenting FLTL Lenders, the "**Consenting Creditors**"),⁴ and Apache (together with the Debtors, the Consenting Creditors, and any subsequent person or entity that becomes a party to the RSA, the "**RSA Parties**"), the RSA Parties agreed to support the transactions set forth therein and in the term sheet memorializing the agreement between certain of the Debtors and Apache and certain of its affiliates regarding the framework for a restructuring with respect to the Legacy Apache Properties (as defined below) (the "**Apache Term Sheet**").

Consistent with the RSA, and as discussed in greater detail below, the Plan provides for, among other things, the following transactions to occur on the Effective Date for the below categories of assets and related liabilities:

- Specified Deepwater Assets and Shelf Assets:** The Debtors will consummate the sale of certain of their assets, including specified Deepwater Assets and Shelf Assets (each defined below), (collectively, the "**Purchased Oil & Gas Lease Interests**") to a new entity ("**Credit Bid Purchaser**") formed at the direction of the Consenting FLTL Lenders for aggregate consideration of approximately \$1.03 billion, consisting of (i) a credit bid of the Allowed FLTL Claims up to the FLTL Claims Allowed Amount, (ii) cash in the amount up to approximately \$105 million (which may be increased to \$125 million in the sole and absolute discretion of the Buyer)⁵, (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) the assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining

⁴ Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including the members of the Ad Hoc Group of SLTL Lenders (as defined below).

⁵ The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million (which may be reduced to an amount not less than \$100 million in the sole and absolute discretion of the Buyer).

following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount *less* the approximately \$119 million of the principal amount of the First Lien Exit Facility) (the “**Credit Bid Transaction**”). A schedule of the oil and gas leases, rights-of-way and rights-of-use and easement included as part of the Purchased Oil & Gas Lease Interests is annexed hereto as **Exhibit B**⁶ (which may be amended, modified, or supplemented from time to time).

- **Legacy Apache Properties:** After the consummation of the Credit Bid Transaction, FWE will implement a divisive merger pursuant to which FWE will be divided into Fieldwood Energy I LLC (“**FWE I**”) and Fieldwood Energy III LLC (“**FWE III**”). Through the divisive merger, FWE I will be allocated and vested with certain assets FWE acquired from Apache (the “**Legacy Apache Properties**”) and related liabilities and obligations. FWE I will, among other things, own, operate, plug and abandon, and decommission the Legacy Apache Properties. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Legacy Apache Properties is annexed hereto as **Exhibit C**⁷ (which may be amended, modified, or supplemented from time to time).⁸
- **FWE III Properties:** Through the divisive merger, FWE III will be allocated and vested with all of FWE’s assets other than the Purchased Oil & Gas Lease Interests, Legacy Apache Properties and Abandoned Properties (defined below) (the “**FWE III Properties**”). FWE III will, among other things, own, operate, plug and abandon, and decommission the FWE III Properties and related assets and liabilities. The oil and gas leases, rights-of-way, and rights-of-use and easement related to the FWE III Properties includes those listed on the schedule annexed hereto as **Exhibit D**⁹ (which may be amended, modified, or supplemented from time to time).
- **FWE IV Properties:** In accordance with an executed, non-binding term sheet with ~~Chevron U.S.A. Inc.~~ (“**CUSA**”), which is attached hereto as **Exhibit OP** (the “**Chevron Term Sheet**”) and described in further detail below, FWE will create a new entity, Fieldwood Energy IV LLC (“**FWE IV**”), through a divisive merger

⁶ For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLeasesRelatedtoPurchasedOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLeasesRelatedtoPurchasedOilGasLeaseInterests.pdf>

⁷ For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLeasesRelatedtoFWEIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLeasesRelatedtoFWEIOilGasLeaseInterests.pdf>

⁸ For any lease that is listed on **Exhibit C (Leases Related to FWE I Oil & Gas Interests)** and also on any of **Exhibits B, D or E**, (i) FWE I is to obtain solely the right, title and interest of FWE obtained from Apache in such lease and (ii) the interests to be obtained by the Credit Bid Purchaser or FWE III or to be abandoned, as applicable, shall be all right, title and interest of FWE in such lease (less such right, title and interest obtained from Apache).

⁹ For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.pdf>

and FWE IV will be allocated and vested with certain interests in a portion of the leases assigned previously to FWE by CUSA (and its predecessors and affiliates), and with the platforms, wells, pipelines and equipment (including production equipment) located on and attributable to the CUSA interest in such leases, and any hydrocarbons produced from such leases, if applicable (collectively “**FWE IV Properties**”). A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the FWE IV Properties is annexed hereto as Exhibit E¹⁰ (which may be amended, modified, or supplemented from time to time).¹¹

- **Abandoned Properties:** Immediately upon the occurrence of the Effective Date, certain of the Debtors’ assets (the “**Abandoned Properties**”) will be abandoned pursuant to sections 105(a) and 554(a) of the Bankruptcy Code. The Debtors anticipate that BSEE will issue orders compelling either all or certain entities who are in the chain of title (collectively, the “**Predecessors**”) and/or current co-working interest owners (collectively, the “**CIOs**”) for each of the Abandoned Properties to perform the P&A Obligations for each respective property. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Abandoned Properties is annexed hereto as **Exhibit E¹⁰-F¹²** (which may be amended, modified, or supplemented from time to time).¹¹⁻¹³ As further detailed below, the Debtors have taken several steps to facilitate the safe and orderly operational transfer of the Abandoned Properties currently operated by the Debtors and are working to reach long-term commercial agreements similar to the FWE I and FWE IV structures with interested Predecessors for assuming operational control for Abandoned Properties operated by the Debtors. The Debtors (i) have dedicated approximately \$6 million, in addition to amounts spent in the ordinary course, on safety related repairs and improvements on the Abandoned Properties and (ii) have provided Predecessors detailed operational information on the Abandoned Properties. Additionally, for any Predecessor with whom a consensual arrangement has not yet been agreed to, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid

¹⁰ For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoFWEIVOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoFWEIVOilGasLeaseInterests.pdf>.

¹¹ For any lease that is listed on **Exhibit C (Leases Related to FWE I Oil & Gas Interests)** and also on any of **Exhibits B, D E or F**, (i) FWE I is to obtain solely the right, title and interest of FWE obtained from Apache in such lease and (ii) the interests to be obtained by the Credit Bid Purchaser or FWE III or to be abandoned, as applicable, shall be all right, title and interest of FWE in such lease (less such right, title and interest obtained from Apache).

~~¹⁰ For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoAbandonedProperties.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoAbandonedProperties.pdf>~~

¹² For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitFLeasesRelatedtoAbandonedProperties.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitFLeasesRelatedtoAbandonedProperties.pdf>

¹³ A Serial Register for the FWE III Properties and Abandoned Properties is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/SerialRegisters.pdf>

provided under the Plan are annexed hereto as **Exhibit FG**. Section 10.7(b) of the Plan provides for releases by holders of claims and interests (the “**Third Party Release**”). Entry of the Confirmation Order by the Bankruptcy Court shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions under the Plan, and, furthermore, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is (i) consensual, (ii) essential to the confirmation of the Plan, (iii) given in exchange for the good and valuable consideration provided by the Released Parties, (iv) a good faith settlement and compromise of the claims released by the Third-Party Release, (v) in the best interests of the Debtors and their estates, (vi) fair, equitable and reasonable, (vii) given and made after due notice and opportunity for hearing, and (viii) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release. You are advised and encouraged to review and consider the Plan carefully, including the release, exculpation and injunction provisions, as your rights might be affected.

B. Credit Bid Transaction

Before and following the Petition Date, the Debtors explored a dual-track restructuring, where they conducted a robust marketing process for the Deepwater Assets while also engaging in negotiations with the Consenting Creditors regarding the terms of a restructuring that would include a recapitalization through a sale of the specified Deepwater Assets and Shelf Assets to the Prepetition FLTL Lenders through a credit bid transaction.

1. M&A Process

Before the Petition Date, the Company commenced a robust sale and marketing process (the “**M&A Process**”) for the Company’s Deepwater Assets through its investment banker, Houlihan Lokey Capital, Inc. (“**Houlihan**”).

Houlihan, which specializes in advising companies in the oil & gas industry with respect to traditional mergers and acquisitions, asset level acquisitions and divestitures, financial restructuring and recapitalization transactions, conducted the M&A Process from June 30, 2020 through September 3, 2020. Houlihan marketed the Deepwater Assets to 47 parties identified as potential third party buyers. Houlihan’s outreach covered a broad spectrum of national and international strategic buyers and financial sponsors who were believed to be potential buyers of the Debtor’s Deepwater Assets and have the financial wherewithal to support the proposed transaction. Following the Petition Date, Houlihan continued the M&A Process, which ultimately resulted in 18 parties executing confidentiality agreements and obtaining access to a virtual data room (“**VDR**”), 15 management presentations, and receipt of approximately 12 written bid letters and other indications of interest. In addition, Houlihan provided the Creditors Committee’s advisors with access to all of the information provided to potential buyers, including access to the VDR. After analyzing the bids and the financial condition of the bidders and consulting with the DIP Lenders and Consenting FLTL Lenders, the Debtors determined that none of the bids received was actionable.

2. Negotiations with Consenting Creditors

Concurrently with the M&A Process, the Debtors continued to engage with the Consenting Creditors regarding the terms of a comprehensive restructuring in accordance with the restructuring term sheet attached as **Exhibit A** to the RSA (the “**Restructuring Term Sheet**”), which provides, in relevant part, that subject to all consent rights of the applicable Consenting Creditors under the RSA, the Debtors’ restructuring may include the following transactions:

“**Specified Assets.** As determined and agreed by the Company, the Requisite DIP Commitment Parties and Requisite FLTL Lenders, through conveyance(s) or divisional merger(s), the transfer or other disposition of all or substantially all of the Specified Assets to one or more purchasers or a new entity (“**Lender NewCo**”) to be formed at the direction of the Requisite DIP Commitment Parties and the Requisite FLTL Lenders through (i) a standalone sale or sales pursuant to section 363 of the Bankruptcy Code either via a credit bid or otherwise, (ii) a sale or sales pursuant to a Plan either via a credit bid or otherwise, or (iii) an equitization transaction pursuant to a Plan.”

Following several months of negotiations, the Debtors, the Ad Hoc Group of Secured Lenders, and Apache agreed on the terms of the Plan and negotiated a substantially final version of the purchase and sale agreement, by and between FWE, the other seller parties, and the Credit Bid Purchaser, together with any and all related agreements, exhibits, and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time (the “**Credit Bid Purchase Agreement**”), a copy of which is attached hereto as **Exhibit GH**.

On the Effective Date of the Plan, pursuant to sections 105, 363, 365, 1123, 1129, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests will be transferred to, and the Credit Bid Acquired Interests owned by the Debtors will vest free and clear of all Liens^{12,14} (other than Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which will vest free and clear of all Liens), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities will be assumed by the Credit Bid Purchaser. Moreover, the vast majority of the Debtors’ employees and management team will continue to be employed by Credit Bid Purchaser.

3. Pro Forma Capital Structure of Credit Bid Purchaser

Upon the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, comprised of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid

^{12,14} Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, up to \$120 million will be used to capitalize the Credit Bid Purchaser's balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

Credit Bid Purchaser's capital structure will consist of:

- ***First Lien Exit Facility.*** A \$118,599,082.31 first lien term loan facility resulting from the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount *less* the approximately \$119 million of the principal amount of the First Lien Exit Facility). A copy of the First Lien Exit Facility Commitment Letter, with the First Lien Exit Facility Term Sheet as an attachment thereto, will be attached hereto as **Exhibit HI**.
- ***Second Lien Exit Facility.*** An up to \$185 million second lien term loan facility to be fully backstopped by the Second Lien Backstop Parties in accordance with and subject to the terms and conditions of the Second Lien Backstop Commitment Letter, as further described below in Section V.I. The facility will be comprised of loans in an amount equal to (i) \$100 million plus (ii) an additional amount equal to the lesser of (x) \$85 million and (y) the amount necessary to provide the Credit Bid Purchaser with no less than \$120 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date. 25% of the up to \$85 million of new money raised through a debt offering will be allocated to certain of the Second Lien Backstop Parties and 75% will be offered to all DIP Lenders, including the Second Lien Backstop Parties and their applicable affiliates, on a *pro rata* basis. In addition, at any time after the Effective Date, the Credit Bid Purchaser will be permitted to borrow up to \$50 million under an incremental facility, which incremental facility will not be committed on the Effective Date. \$100 million of the proceeds of the Second Lien Term Loan Facility will fund the initial capital needs of the Credit Bid Purchaser, and up to \$85 million in proceeds of the Second Lien Term Loan Facility will be used by the Credit Bid Purchaser to purchase the Credit Bid Acquired Assets. A copy of the Second Lien Exit Facility Term Sheet is attached hereto as **Exhibit IJ**.

Credit Bid Purchaser will raise additional capital through the Equity Rights Offerings:

- ***FLTL Equity Rights Offering.*** All Prepetition FLTL Lenders will be allowed to participate in a \$20 million (the "**FLTL Equity Rights Offering Amount**") equity rights offering (the "**FLTL Equity Rights Offering**") in accordance with the rights offering procedures (the "**FLTL Equity Rights Offering Procedures**"). In addition, the Debtors intend to negotiate the terms of a backstop commitment agreement (the "**FLTL ERO Backstop Agreement**") with certain DIP Lenders and certain FLTL Lenders that elect to participate in the backstop (the "**FLTL ERO Backstop Parties**"), pursuant to which the FLTL ERO Backstop Parties will agree to fully backstop the FLTL Equity Rights

maximize value to the Debtors' estates. For the avoidance of doubt, the Credit Bid Purchaser (i) shall be deemed a Qualified Bidder that is allowed to participate in any bidding and auction process held by the Debtors and (ii) may increase the Credit Bid Amount of their proposal up to the FLTL Claims Allowed Amount of \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees under the Prepetition FLTL Credit Agreement as of the Petition Date.

Since the Debtors filed the Disclosure Statement Motion, the Debtors have executed at least one confidentiality agreement with an interested party and provided such party additional information regarding its business and access to the VDR. Any third party that sought to submit a Qualified Bid by the Bid Deadline and had demonstrated that it had the ability to submit a Qualified Bid obtained access to the VDR after executing a confidentiality agreement on customary terms that were reasonable to the Debtors.

D. Apache Transactions and FWE I

In accordance with the RSA, the Debtors, the Consenting Creditors, and Apache have negotiated final forms of the definitive documents providing for the transactions contemplated by, or relating to, the Apache Term Sheet (the "**Apache Definitive Documents**"). The documents comprising the Apache Definitive Documents are identified in that certain *Apache Term Sheet Implementation Agreement*, dated January 1, 2021 by and between FWE and GOM Shelf LLC (collectively, the "**Fieldwood PSA Parties**"), on one hand, and Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the "**Apache PSA Parties**"), on the other (the "**Implementation Agreement**"), a copy of which is attached hereto as **Exhibit JK**.

The transactions contemplated under the Apache Definitive Documents (collectively, the "**Apache Transactions**") include, among other things, (i) FWE's assumption of any executory contracts¹³⁻¹⁵ or unexpired leases required to implement the Apache Transactions pursuant to the Plan, (ii) FWE's conversion from a Delaware limited liability company to a Texas limited liability company, (iii) FWE's division into FWE I and FWE III in accordance with that certain *Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC* (the "**Initial Plan of Merger**"), and (iv) the Credit Bid Purchaser, FWE I and FWE III's entry into various other agreements required to implement the Apache Transactions.

Below is a brief description of FWE I.¹⁴⁻¹⁶

FWE I will engage in the ownership and operation of the FWE I Assets, including addressing the FWE I Obligations in accordance with applicable laws and regulations and the Decommissioning Agreement. Certain of those FWE I Obligations will include the plugging and abandonment of wells and the ultimate decommissioning of platforms and offshore infrastructure in the Gulf of Mexico. FWE I will be managed by the Sole Manager selected by the Debtors and Apache in accordance with the Apache Term Sheet, the identity of which will be disclosed in the

¹³⁻¹⁵ To the extent the Decommissioning Agreement (as discussed further below) is an executory contract, it will be assumed and become the obligation of FWE I under the **Initial** Plan of Merger.

¹⁴⁻¹⁶ The descriptions of the assets and obligations in this section is for informational purposes only and are qualified in their entirety by reference to the Apache Definitive Documents.

Plan Supplement before the Confirmation Hearing. Operations of the properties will initially be performed by the Credit Bid Purchaser under a transition services agreement (the “TSA”) between the parties. Upon any termination of the TSA, FWE I may elect, with the consent of Apache and in accordance with the FWE I LLC Agreement, to have a third-party service provider operate the properties. The Credit Bid Purchaser will employ the vast majority of Debtors’ employees post-Effective Date, which will ensure that operations will continue to be handled during the TSA period by personnel with the most experience with these properties. The TSA does not have a specified term, which means it may continue in effect for an extended period of time; however, FWE I and the Credit Bid Purchaser respectively hold a 90-day and a 180-day termination right. Cash flow generated from operations of the Legacy Apache Properties will be used primarily to pay for costs under the TSA and for plugging, abandonment, and decommissioning activities.

In addition to the liquidity provided through cash flows from the Legacy Apache Properties, (i) the Debtors will provide liquidity by capitalizing FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project will be approximately \$~~25~~24 million, and (ii) Apache will provide liquidity in the form of up to \$400 million of proceeds to be used by FWE I to perform plugging, abandonment, and decommissioning in accordance with the terms and conditions of the Standby Credit Facility Documents.

Under the Decommissioning Agreement, separate security has previously been provided to Apache to secure plugging, abandonment, and decommissioning obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A (defined below) and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions).

E. FWE III

FWE III will be allocated and vested with those rights, assets, and properties relating to the FWE III Oil & Gas Interests (collectively, the “**FWE III Assets**”) and those liabilities and obligations relating to the FWE III Assets (the “**FWE III Obligations**”).

On the Effective Date, FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds).

Upon the Effective Date, the Plan Administrator, the identity of which will be disclosed before the Confirmation Hearing, will serve as the sole officer, director, or manager of FWE III and perform all duties in accordance with the terms of the Plan and Plan Administrator Agreement, a copy of which will be filed in the Plan Supplement. The Plan Administrator’s powers and authority include, among other things, engaging in the ownership, operation, plugging and abandonment, and decommissioning of the (y) FWE III Assets, including the FWE

III Oil & Gas Lease Interests and (z) except as otherwise agreed pursuant to an Additional Predecessor Agreement, any assets of any FWE Additional Entity.

All of the membership interests (or other equity interests, as applicable) of FWE I~~and~~, FWE III, and any FWE Additional Entity will be owned by FWE Parent, as reorganized on the Effective Date (“**Post-Effective Date FWE Parent**”). On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) will be issued to the Plan Administrator to hold in trust as custodian for the benefit of holders of Allowed General Unsecured Claims and the Single Share will be recorded on the books and records maintained by the Plan Administrator.

F. FWE IV

Over the past several months, the Debtors and CUSA have been in negotiations regarding a consensual arrangement similar to the agreement reached with Apache at the outset of these chapter 11 cases. The Debtors are pleased to report that these efforts have culminated in an agreement-in-principle with CUSA on a framework for treatment of the FWE IV Properties, which is memorialized in Chevron Term Sheet attached hereto as **Exhibit O**.

The Chevron Term Sheet contemplates that the parties will work in good faith to negotiate the definitive documents and any other agreements required to implement the transaction contemplated in the Chevron Term Sheet in each case in accordance with the terms and conditions set forth herein (“**Chevron Definitive Documents**”). The key terms of the Chevron Term Sheet provide, among others:

- **FWE IV Properties.** FWE will create a new entity, FWE IV, via a Texas divisive merger and FWE IV will be allocated and vested with the FWE IV Properties.
- **Turnkey Removal Agreement.** CUSA, FWE IV and Credit Bid Purchaser will enter into the Turnkey Removal Agreement whereby, upon agreement of the price for a decommissioning project, Credit Bid Purchaser will decommission the corresponding FWE IV Properties on a lump sum, turnkey payment basis, and Credit Bid Purchaser will earn a single pre-agreed payment (turnkey amount) in exchange for completing such decommissioning project. The Turnkey Removal Agreement provides, among other things, that FWE will contribute at Closing \$5,000,000 into an escrow account to cover operations to prepare the FWE IV Properties for decommissioning and that FWE IV will pay Credit Bid Purchaser as it performs such work. Credit Bid Purchaser shall not be required to undertake any decommissioning project until funds therefor are in the FWE IV escrow account and funding obligations of co-working interest owners or other predecessors-in-interest have been agreed on by the parties.
- **Contractor Operator Agreement.** FWE IV and Credit Bid Purchaser will enter into a Contract Operator Agreement whereby Credit Bid Purchaser will manage the administrative and corporate expenses of FWE IV along with the FWE IV Properties for a period of 5 years, subject to agreed-upon conditions for assignment.

and regulatory requirements. The Debtors provided the first OTPs to the affected Predecessors during the week of March 1, 2021, and ~~will~~ provided the remaining OTPs to Predecessors and CIOs on a rolling basis ~~as soon as they are ready over the coming weeks~~ thereafter.

Additionally, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid Purchaser will manage any of the Abandoned Properties at the requesting Predecessor's cost. Beginning the week of March 1, 2021, the Debtors, on behalf of Credit Bid Purchaser, provided identified Predecessors with a form of transition services agreement pursuant to which Credit Bid Purchaser will provide operational and other ancillary services in the same or similar manner that the Debtors have handled those services in the past with respect to the Abandoned Properties. The vast majority of employees of the Debtors will be employed by the Credit Bid Purchaser post-Effective Date, ensuring that the most knowledgeable and experienced personnel will continue to maintain the properties in a safe manner. To the extent any of the funds relating to the \$6 million amount described above remained unspent at the end of this period with respect to a specific Abandoned Property, such funds will be provided to the respective Predecessor or spent as agreed.

3. Potential Consensual, Commercial Arrangements with Predecessors

The Debtors continue to work toward reaching long-term commercial agreements similar to the FWE I and FWE IV structures with various Predecessors. Under such long-term consensual, commercial agreements, Credit Bid Purchaser would continue for a specified period the management of certain identified Abandoned Properties and the expedient decommissioning of the asset base under terms to be agreed by the parties. A term sheet outlining terms available to all Predecessors that will require operatorship capabilities related to the Abandoned Properties has been provided to all relevant Predecessors. The Debtors have provided (and will continue to provide) the DOI, DOJ, BOEM and BSEE with regular updates on the status of their negotiations with each of the Predecessors.

Although the Debtors are hopeful that these discussions will result in consensual arrangements, there can be no guarantee that the relevant Predecessors will be willing to enter into consensual arrangements with the Debtors regarding the orderly transition of the Abandoned Properties and related assets. As such, following entry of the Confirmation Order, the Debtors will continue to work—whether on a consensual or nonconsensual basis—with each such Predecessor and, if applicable, CIO to ensure the smooth and safe transition of the Abandoned Properties.

4. Notice to Predecessors and CIOs

As detailed in the *Motion Of Debtors For Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of The Estate; (VII) Approving Bid Submission Deadline and Procedures for Submission of Higher or Better Bids; and (VIII) Granting Related Relief* filed contemporaneously herewith (the

Claims, all Cure Amounts and (y) all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down;

- the GUC Warrants will be held by FWE Parent for distribution in accordance with the Plan. In addition, to the extent all of the Cash distributable to holders of Allowed Unsecured Trade Claims is not distributed on or about the Effective Date, any such undistributed Cash will be held by FWE Parent for future distribution in accordance with the Plan;
- a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, will be appointed as Plan Administrator and the Plan Administrator Expense Reserve shall be funded with \$8 million in Cash;
- FLTL Deficiency Claims shall not receive any distribution or recovery under the Plan;
- on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable);
- the Creditors' Committee's will waive, as of the Effective Date, its right as provided in the DIP Order (defined below) to assert any Challenge to certain of the Lenders' asserted liens;
- the Creditors' Committee will support and not object to the Plan; and
- the Creditors' Committee will submit a letter to holders in Classes 6A and 6B of General Unsecured Claims recommending that such holders vote to accept the Plan.

J. Settlement with the Ad Hoc Group of SLTL Lenders

The Debtors filed their initial plan of reorganization on January, 1, 2021 [Docket No. 722] (the "**Initial Plan**"), with the support and the Ad Hoc Group of Secured Lenders and Apache, and subsequently filed an amended plan on March 15, 2021 [Docket No. 1020] (the "**March 15 Plan**"), with the additional support of the Creditors' Committee.

In March 2021, certain of the Prepetition SLTL Lenders formed an ad hoc group represented by Kasowitz Benson Torres LLP (the "**Ad Hoc Group of SLTL Lenders**"). The Ad Hoc Group of SLTL Lenders raised issues with respect to the Debtors' restructuring, the Initial Plan, and the March 15 Plan, including the valuation analysis prepared by Houlihan, attached hereto as **Exhibit MN** and the value of the recovery being offered to the Prepetition SLTL Lenders under the March 15 Plan. The Ad Hoc Group of SLTL Lenders believed that

ability to successfully exploit oil and gas assets in the Gulf of Mexico to generate revenue and pay royalties to the U.S. Government. Moreover, the Debtors believe that the Plan does so in a manner where the P&A Obligations will continue to be performed in a safe and responsible manner by the relevant parties (as determined by BSEE) and will accelerate the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities and substantially reduce the number of platforms in the Gulf of Mexico. For these reasons, among others, the Debtors strongly recommend that holders of Claims entitled to vote on the Plan vote to accept the Plan.

L. Confirmation Timeline

The Debtors seek to move forward expeditiously with the Solicitation of votes and a hearing on confirmation of the Plan in an effort to minimize the continuing accrual of administrative expenses. Accordingly, subject to the Bankruptcy Court's approval, the Debtors are proceeding on the following timeline with respect to the Disclosure Statement and the Plan:

Hearing on Approval of Disclosure Statement	March 24 <u>April 14</u> , 2021 1:30 <u>2:00</u> p.m. (prevailing Central Time)
Plan Supplement Filing	April 16 <u>May 26</u> ¹⁸ , 2021 at 4:00 p.m. (prevailing Central Time)
Voting Deadline	April 26 <u>June 2</u> , 2021 at 4:00 p.m. (prevailing Central Time)
Deadline to Object to Confirmation of Plan	April 26 <u>June 2</u> , 2021 at 4:00 p.m. (prevailing Central Time)
Deadline to File (i) Reply to Plan Objection(s) and (ii) Brief in Support of Plan Confirmation	May 3 <u>June 4</u> , 2021
Confirmation Hearing	May 4 <u>June 9</u> , 2021 at 1:30 <u>9:00 a.m.</u> (prevailing Central Time), subject to the Bankruptcy Court's schedule

M. Inquiries

If you have any questions about the packet of materials you have received, please contact Prime Clerk LLC, the Debtors' voting agent (the "**Voting Agent**"), at (855) 631-5346 (toll free from the United States or Canada) or +1 (917) 460-0913 (international). Additional copies of the Disclosure Statement, the Plan, or the Plan Supplement (when filed) are available upon written request made to the Voting Agent at the following address:

¹⁸ [NTD: The Debtors intend to file a revised schedule moving the Plan Supplement filing date from June 2nd to May 26th.]

Fieldwood Energy LLC Ballot Processing
c/o Prime Clerk LLC
One Grand Central Place
60 East 42nd Street
New York, NY 10165

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <https://cases.primeclerk.com/FieldwoodEnergy/>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

II. SUMMARY OF PLAN TREATMENT

The following table summarizes: (i) the treatment of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; (iii) which Classes are entitled to vote on the Plan; and (iv) the estimated recoveries for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Plan. The Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Classes will be treated as set forth in Section 3.6 of the Plan.

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
1 (Other Secured Claims)	Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); <i>provided</i> , that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.	Impaired (Entitled to vote)	[\$4.2 million - \$9.5 million]	100%

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
4 (FLTL Claims)	<p>Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:</p> <p>(i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and</p> <p>(ii) the FLTL Subscription Rights.</p>	<p>Impaired</p> <p>(Entitled to vote)</p>	<p>\$1,142,688,815.28¹⁹⁶²⁰</p>	<p>44.7<u>45.1</u>% - 45.4<u>56.7</u>%</p>
5 (SLTL Claims)	<p>Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:</p> <p>(i) the SLTL Warrants; and</p> <p>(ii) the SLTL Subscription Rights.</p>	<p>Impaired</p> <p>(Entitled to vote)</p>	<p>\$517,500,000.00⁺⁷²¹</p>	<p>16.7% -35.4%</p>

¹⁹ \$1,142,688,815.28 is the principal amount of the Allowed FLTL Claims. In addition, as of the Petition Date, \$39,370,574.84 of accrued but unpaid interest or fees were due and owing under the Prepetition FLTL Credit Agreement.

²⁰ \$1,142,688,815.28 is the principal amount of the Allowed FLTL Claims. In addition, as of the Petition Date, \$39,370,574.84 of accrued but unpaid interest or fees were due and owing under the Prepetition FLTL Credit Agreement.

⁺⁷²¹ \$517,500,000.00 is the principal amount of the Allowed SLTL Claims. In addition, as of the Petition Date, \$26,073,707.75 of accrued but unpaid interest or fees were due and owing under the Prepetition SLTL Credit Agreement.

Fieldwood Mexico and provides technical and administrative services to Fieldwood Mexico pursuant to various service agreements on arm's-length terms.

2. Debtors' Corporate and Governance Structure

FWE Parent is approximately 49% owned by Riverstone Holdings LLC and certain of its affiliates, approximately 49.5% owned by its previous lenders and participants of the 2018 Rights Offering, and approximately 1.5% owned by employees through settlements of restricted stock units issued under a management incentive plan. Collectively, the Debtors consist of 14 entities registered under the laws of Delaware, Texas, and Louisiana. The Debtors also own two wholly-owned, non-debtor, domestic affiliates formed in Delaware and a wholly-owned, non-debtor, non-domestic affiliate formed in the Netherlands. A chart illustrating the Debtors' organizational structure as of the Petition Date is annexed hereto as Exhibit KL.

All of the other Debtors are wholly-owned, direct or indirect subsidiaries of FWE Parent. FWE Parent's Board of Directors (the "Board") functions as the Debtors' governing board with respect to the decision-making underlying these Chapter 11 Cases.

Each Debtor other than FWE Parent is either a member-managed or manager-managed limited liability company or a corporation with a one-person or two-person board of directors, with the exception of one partnership entity that is managed by its general partner. FWE Parent's Board consists of the following seven directors:

<u>Name</u>	<u>Position</u>
<u>Mark S. Boyadjian</u>	<u>Independent Director</u>
<u>Jason Dillow</u>	<u>Director</u>
<u>Bartow Jones</u>	<u>Director</u>
<u>Jim LaChance²⁴</u>	<u>Independent Director</u>
<u>N. John Lancaster</u>	<u>Director</u>
<u>Jason Mudrick</u>	<u>Director</u>
<u>James H. Painter</u>	<u>Independent Director</u>

~~All of the other Debtors are wholly-owned, direct or indirect subsidiaries of FWE Parent. FWE Parent's Board of Directors (the "Board") functions as the Debtors' governing board with respect to the decision-making underlying these Chapter 11 Cases. The Board has seven members.~~ Before July 8, 2020, G.M. McCarroll served as Chairman of the Board. He was also the Debtors' President and Chief Executive Officer. G.M. McCarroll resigned his positions effective as of July 1, 2020 pursuant to a separation agreement with the Company and continues to provide transition services at the Board's direction under a consulting agreement. The Board thereafter resolved to create an Executive Leadership Team (the "ELT") in lieu of appointing an individual to replace G.M. McCarroll as Chief Executive Officer. The Board has appointed Michael T. Dane (Senior Vice President and Chief Financial Officer), Thomas R. Lamme (Senior Vice President and General Counsel), and Gary D. Mitchell (Senior Vice President – Production) to serve on the ELT. In addition, the Board formed the Leadership Transition

²⁴ Jim LaChance was appointed a director in July 2020. The terms of his engagement are governed by that certain Independent Director Agreement, dated July 12, 2020.

Committee (the “LTC”) to oversee the ELT. Jim LaChance, an independent director, who joined the Board on July 8, 2020, is the sole member of the LTC.

On October 20, 2020, the Board authorized and directed Mr. LaChance, the Company’s management team, and the Company’s professional advisors to negotiate with the Company’s stakeholders the terms of a chapter 11 plan of reorganization and to make a recommendation to the Board regarding the terms thereof, and further directed Mr. LaChance to consult with Mr. Boyadjian, and Mr. Painter, both independent directors, in connection with the foregoing.

On March 18, 2021, the Board formally established the Restructuring Committee of the Board (the “**Restructuring Committee**”) composed of the three independent directors, Mr. LaChance, Mr. Boyadjian, and Mr. Painter. The Board unanimously delegated authority to the Restructuring Committee to, among other things, oversee and direct the Company’s negotiations with the Company’s stakeholders regarding the terms of a chapter 11 plan of reorganization and other related agreements and to make a recommendation to the Board regarding the terms thereof.

~~Each Debtor other than FWE Parent is either a member-managed or manager-managed limited liability company or a corporation with a one-person or two-person board of directors, with the exception of one partnership entity that is managed by its general partner. FWE Parent’s Board consists of the following seven directors:~~

<u>Name</u>	<u>Position</u>
Mark S. Boyadjian	Independent Director
Jason Dillow	Director
Bartow Jones	Director
Jim LaChance ²⁰	Independent Director
N. John Laneaster	Director
Jason Mudrick	Director
James H. Painter	Independent Director

The Company has highly experienced managers for its operations. The Company’s core management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Michael T. Dane	Senior Vice President and Chief Financial Officer
Thomas R. Lamme	Senior Vice President, General Counsel, and Secretary
Gary D. Mitchell	Senior Vice President, Production
Gary Janik	Senior Vice President, Reservoir Engineering, Acquisitions and Mexico
John Seeger	Senior Vice President, Operations
John Smith	Senior Vice President, Business Development

²⁰ Jim LaChance was appointed a director in July 2020. The terms of his engagement are governed by that certain Independent Director Agreement, dated July 12, 2020.

as collateral for an equal dollar amount of letters of credit that Deutsche Bank has issued to Apache on the Company's behalf.

To the extent any claims held by any surety providers become Allowed claims, including any indemnity claims and claims for unpaid premiums, the Debtors believe that such claims would constitute General Unsecured Claims in Class 6B and holders of such claims would receive treatment in accordance with Section 4.7 of the Plan.

The Plan contemplates that Credit Bid Purchaser, FWE I, FWE III, and FWE IV will own certain of the Debtors' oil and gas assets post-Effective Date. Federal regulations require that lessees of OCS oil and gas leases furnish bonds to guarantee compliance with all terms and conditions of a lease. The Debtors are working to ensure that such entities will be authorized to own and operate (if applicable) the leases allocated or transferred to such entities under the Plan. Although the Debtors cannot provide any assurances, the Debtors believe that the requisite bonding needed under federal regulations will be secured in a timely manner.

7. Unsecured Claims

Further, in the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. However, a significant number of the Debtors' prepetition trade obligations have been satisfied by the Debtors in accordance with first day relief granted by the Bankruptcy Court (as described below).

8. Intercompany Claims

In the ordinary course of business, intercompany transactions (collectively, "**Intercompany Transactions**," and each intercompany receivable and payable generated pursuant to an Intercompany Transaction, an "**Intercompany Claim**") occur when, among other things, (i) FWE receives funds on behalf of Debtor and non-Debtor affiliates and managed entities (the "**Non-Debtor Affiliates**"), (ii) FWE makes payments and disbursements on behalf of Debtor and Non-Debtor Affiliates, and (iii) funds are transferred between and among the Debtors and the Non-Debtor Affiliates (primarily between FWE, Fieldwood Mexico, and SP 49 Pipeline LLC).

Debtor to Debtor Intercompany Transactions and Intercompany Claims are not generally settled by actual transfers of cash among the Debtors. Instead, the Debtors track all Intercompany Transactions and Intercompany Claims electronically in their centralized accounting system, the results of which are recorded concurrently on the applicable Debtor's balance sheets and regularly reconciled. The accounting system requires that all general ledger entries be balanced at the legal-entity level and, therefore, when the accounting system enters an intercompany receivable on one entity's balance sheet, it also automatically creates a corresponding intercompany payable on the applicable affiliate's balance sheet. This results in a net balance of zero when consolidating all intercompany accounts. Additional detail regarding Intercompany Transactions and Intercompany Claims is set forth in the Cash Management Motion (defined below).

- Continue paying employee wages and benefits [Docket No. 51];
- Continue insurance and surety bond programs (the “**Insurance Motion**”) [Docket Nos. 152, 340];
- Obtain postpetition financing and use of cash collateral (the “**DIP Motion**”) [Docket Nos. 58, 346];
- Continue the use of the Debtors’ cash management system, bank accounts, and business forms (the “**Cash Management Motion**”) [Docket Nos. 49, 341];
- Pay certain prepetition interest owner obligations, joint interest billings, and operating expenses (the “**JIB/Critical Vendor Motion**”) [Docket Nos. 62, 342]; and
- Establish procedures for utility companies to request adequate assurance of payment and to prohibit utility companies from altering or discontinuing service [Docket No. 61].

C. Procedural Motions and Retention of Professionals

The Debtors have filed various motions regarding procedural issues that are common to chapter 11 cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Jointly administer the Debtors’ estates [Docket No. 17];
- File a consolidated creditor matrix and list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders [Docket No. 57];
- Establish procedures for the interim compensation and reimbursement of expenses of chapter 11 professionals [Docket No. 367];
- Employ professionals utilized by the Debtors in the ordinary course of business [Docket No. 293];
- Extend the deadline to remove civil actions [Docket No. 631, [1215](#)];
- Extend the deadline to file Bankruptcy Rule 2015.3 reports [Docket No. 638]; and
- Extend the deadline to assume or reject unexpired leases of nonresidential real property [Docket Nos. [712](#), [1190](#)].

The Debtors filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) AlixPartners; (ii) Houlihan, as investment banker; (iii) Weil, as counsel to the Debtors; (iv) Jones Walker LLP; (v) Ryan LLC; and (vi)

Prime Clerk LLC, as claims, noticing, and solicitation agent. The Bankruptcy Court has entered orders authorizing the retention of certain of these professionals [Docket Nos. 412 (AlixPartners), 530 (Houlihan), 355 (Weil), 411 (Jones Walker), 1014 (Ryan LLC), and 19 (Prime Clerk)]. The Debtors reserve the right to seek and retain additional professionals. As of the date hereof, 29 professionals utilized in the ordinary course filed declarations regarding their retention by the Debtors.

D. Appointment of Creditors' Committee

On August 18, 2020, the Creditors' Committee was appointed by the Office of the United States Trustee for Region 7 (the "**U.S. Trustee**") pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases [Docket No. 183]. The original members of the Creditors' Committee included (i) Oceaneering International, Inc.; (ii) Subsea 7 US LLC; (iii) Halliburton Energy Services, Inc.; (iv) TETRA Technologies, Inc.; and (v) Workstrings International, L.L.C. The Creditors' Committee has retained Stroock & Stroock & Lavan LLP ("**Stroock**") and Pachulski Stang Ziehl & Jones LLP ("**Pachulski**") as co-counsel²⁴²⁵, and Conway MacKenzie, LLC ("**Conway**") as its financial advisor. The Bankruptcy Court entered orders authorizing the Creditors' Committee's retention of such professionals [Docket Nos. 471 (Stroock), 472 (Conway), and 1044 (Pachulski)]. The Creditors Committee is currently comprised of: (i) Sea Robin Pipeline, LLC, (ii) Aggreko, LLC, and (iii) Partco, LLC.

E. Postpetition Hedging Agreements and Treatment of Hedging Obligations Under the Plan

On August 18, 2020, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements, and (B) Grant Related Liens and Superpriority Claims, and (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 185] (the "**Hedging Motion**"). On August 24, 2020, the Bankruptcy Court entered the *Emergency Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superpriority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 242] (the "**Hedging Order**").

Pursuant to the Hedging Order, the Debtors have entered into and performed under new financial derivative transactions pursuant to contracts (the "**Postpetition Hedging Agreements**") and the claims arising thereunder, the "**Hedging Obligations**") in the ordinary course of business. In accordance with the DIP Order and Hedging Order, the Debtors have secured and otherwise ensured payment of the Hedging Obligations by providing the hedging counterparties: (a) superpriority administrative claims on account of the Hedging Obligations under section 364(c)(1) of the Bankruptcy Code, which are *pari passu* with the DIP Obligations (as defined in the DIP Order) provided under the DIP Order, and (b) first-priority liens in the DIP Collateral which are *pari passu* with the DIP Liens.

²⁴²⁵ On February 19, 2021, the Creditors' Committee filed the *Application for Approval of the Employment of Pachulski Stang Ziehl & Jones LLP as Co-Counsel to the Official Committee of Unsecured Creditors, Effective as of January 20, 2021* [Docket No. 894] to retain Pachulski as its counsel, in place of Cole Schotz P.C.

I. Extension of Debtors' Exclusivity

On December 1, 2020, the Debtors filed a motion seeking to extend the exclusive periods pursuant to section 1121(d) of the Bankruptcy Code (the “**Exclusivity Motion**”) [Docket No. 625].

On January 4, 2021, the Bankruptcy Court held a hearing on the Exclusivity Motion. On January 8, 2021, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending the Exclusive Period* [Docket No. 751] (the “**Exclusivity Order**”), pursuant to which the Debtors’ exclusive period in which to file a chapter 11 plan was extended from December 1, 2020, through and including March 1, 2021 and the Debtors’ exclusive period in which to solicit acceptances of its chapter 11 plan was extended from January 30, 2021, through and including April 30, 2021. In addition, the Bankruptcy Court established procedures under the Exclusivity Order to provide the Company’s surety providers the option to commence an expedited adversary proceeding on or before January 20, 2021 requesting that the Bankruptcy Court determine whether the surety providers hold administrative expense claims pursuant to section 503(b) of the Bankruptcy Code against any of the Debtors for surety bond premiums on account of surety bonds that were issued prior to the Petition Date. No surety providers filed such an adversary proceeding.

On March 1, 2021, the Debtors filed a motion [\(the “Second Exclusivity Motion”\)](#) seeking a further extension of the exclusive periods for filing a chapter 11 plan and soliciting a chapter 11 through May 31, 2021 and July 29, 2021 [Docket No. 930]. [On April 9, 2021, the Bankruptcy Court entered the Order Pursuant To Section 1121\(d\) of the Bankruptcy Code Further Extending Exclusive Periods \[Docket No. 1247\].](#)

J. Motion to Approve Second Lien Backstop Commitment Letter

As described above, the Credit Bid Purchaser’s capital structure will consist of (i) the First Lien Exit Facility and (ii) an up to \$185 million Second Lien Exit Facility, which includes a New Money Investment of up to \$85 million.

In order to ensure the commitments under the Second Lien Exit Facility, including the New Money Investment, the Debtors have agreed to enter into the a backstop commitment letter (the “**Second Lien Backstop Commitment Letter**”) to be entered into by and among the Debtors, the Credit Bid Purchaser, NewCo, and the entities listed on Schedule I thereto (collectively, the “**Second Lien Backstop Parties**” and each individually, a “**Second Lien Backstop Party**”). Pursuant to the Second Lien Backstop Commitment Letter, the Second Lien Exit Facility will be fully backstopped by the Second Lien Backstop Parties pursuant to the terms thereof, resulting in an aggregate commitment of \$185 million (the “**Aggregate Commitment**”). The terms of the Second Lien Backstop Commitment Letter ensure that the Credit Bid Purchaser has a source of necessary new capital committed to fund its initial capital needs and consummate the Credit Bid Transaction.

In exchange for the commitments and obligations of the Second Lien Backstop Parties under the Second Lien Backstop Commitment Letter, each Second Lien Backstop Party will be entitled to, among other things: (i) its *pro rata* share of a backstop commitment premium equal

On March 16, 2021, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Entry into Backstop Commitment Letter, (II) Approving Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 1023] (the “**Second Lien Backstop Motion**”), seeking entry of an order approving, among other things, their entry into the Second Lien Backstop Commitment Letter and approval of the Commitment Protections provided for therein. ~~The Debtors have requested a hearing to be held on the Second Lien Backstop Motion on the date of the Disclosure Statement hearing.~~ On April 9, 2021, the Bankruptcy Court entered the Order (I) Authorizing the Debtors to Enter into Backstop Commitment Letter, (II) Approving All Obligations Thereunder, and (III) Granting Related Relief [Docket No. 1248].

K. Motion to Assume Sublease

In connection with the Apache Definitive Documents, Apache and FWE agreed to certain modifications of that certain Sublease Agreement, dated as of September 30, 2013 between Apache, as sublessor, and FWE, as sublessee, pertaining to certain office space in Houston, Texas (the “**Sublease Agreement**”), as set forth in that certain Fourth Amendment to Sublease Agreement (the “**Sublease Amendment**”), which is attached to the Implementation Agreement as **Exhibit 17**. Pursuant to the Sublease Amendment, FWE will pay a substantially reduced rental rate to Apache. Additionally, the Sublease Amendment contains favorable termination rights for FWE.

On February 10, 2021, the Debtors filed the *Emergency Motion of Debtors for Entry of Order (I) Approving Debtors’ Entry into Sublease Amendment and (II) Authorizing Debtors’ Assumption of Sublease Agreement* [Docket No. 869], seeking entry of an order (i) approving the Debtors’ entry into the Sublease Amendment and (ii) authorizing the Debtors’ assumption the Sublease Agreement. On February 22, 2021, the Bankruptcy Court entered the *Order (I) Approving Debtors’ Entry Into Sublease Amendment and (II) Authorizing Debtors’ Assumption of Sublease Agreement* [Docket No. 898].

L. Vendor Program

The Debtors and their advisors have been managing relations with the Debtors’ vendors through the Debtors’ vendor program by completing 15~~36.7~~38 trade agreements resolving approximately \$~~136.7~~137.2 million of prepetition claims and continuing to work towards completing an additional ~~11~~3 trade agreements representing an additional \$~~5.63~~6.8 million of prepetition claims.

M. Lien Analysis

Before and following the Petition Date, the Debtors’ advisors conducted an independent analysis of the quality and amount of the mortgages filed in association with the Debtors’ three tranches of secured funded debt. A combination of the Company’s books and records, its filings with BOEM and other mortgage documents were reviewed to determine (i) the technical validity of all filed mortgages to assure that individual mortgage forms satisfied relevant technical legal requirements (the “**Technical Validity Analysis**”) and (ii) the lien coverage ratio, or the amount of mortgaged oil and gas asset leases to total reserve asset lease amounts, as well as the amount of any unencumbered properties (the “**Lien Coverage Analysis**”). Additionally, the Company’s

not cause the anomaly in the LSPS, something with which BP agrees. Remediating the leak through a short-term single flowline project (“SFLP”), as opposed to a longer-term loop system restoration project (which is still necessary), is the necessary step to bringing Genovesa online and initiating production for this well.

Production on the lease on which Genovesa is located ceased in April 2020, meaning that, under the applicable regulations, the lease would expire one year later unless production is restored or other lease saving activities occur or BSEE authorizes a suspension of production (“SOP”). On January 20, 2021, the U.S. Department of the Interior released Order 3395, which limits consideration of lease extensions, among other things, to political appointees. It is, therefore, uncertain whether an SOP would be granted.

Accordingly, on January 27, 2021, the Company filed an *Emergency Motion to Compel BP Production & Exploration Inc. to Perform Pre-Petition Contracts* [Docket No. 792], asking the Court to order BP to perform its obligations under the operative agreements by requiring BP to either complete the short-term SFLP itself or allow the Company to do so in time to get Genovesa online by April 2021. The Court held a contested evidentiary hearing on February 2, 2021, at which it orally ruled that, among other things, BP had been “behaving in a remarkably poor way,” “intentionally delayed,” acted in “bad faith,” “in breach,” and “needs to stop acting with excuses.” The Court ordered BP to perform the necessary activities to bring Genovesa online by April 5, 2021, or, in the alternative, gave BP the option to elect to turn over operatorship of the short-term SFLP to FWE and to support FWE as needed to bring Genovesa online by April 5, 2021. BP elected the second option, and the Court entered an order to this effect on February 3, 2021 at Docket No. 845. Since the date of the order, BP and FWE have worked cooperatively on the SFLP project ~~and, subject to good weather and timely permitting, continue to be on pace to meet the target date for production.~~ Genevosa was successfully brought online as planned on March 27, 2021.

VI.

RESTRUCTURING TRANSACTIONS AND PLAN IMPLEMENTATION

Pursuant to the Plan, the Debtors are seeking approval of, among other things, (i) entry into and consummation of the Credit Bid Transaction (subject to the terms of the Credit Bid Purchase Agreement), (ii) entry into and consummation of the Apache Transactions pursuant to Bankruptcy Rule 9019 and the Apache Definitive Documents, including the Initial Plan of Merger, (iii) the continued operation and decommissioning of the FWE III Properties, and (iv) the abandonment of the Abandoned Properties.

A. Approval of Credit Bid Transaction

As discussed above, the Company conducted a robust sale and marketing process for the Company’s Deepwater Assets from June 30, 2020 through September 2, 2020 and, at the conclusion of such process, the Debtors determined that none of the bids they received was actionable.

Concurrently with that process, the Debtors negotiated with the Consenting FLTL Lenders the terms of the Credit Bid Transaction, which provides that Credit Bid Purchaser will acquire the Credit Bid Acquired Interests in exchange for aggregate consideration of

approximately \$1.03 billion consisting of (i) a credit bid of the Allowed FLTL Claims (up to the FLTL Claims Allowed Amount), (ii) cash in the amount of up to \$105 million (which may be increased to \$125 million in the sole and absolute discretion of the Buyer),²⁹⁻³³ (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount. Accordingly, the Debtors have determined that the Credit Bid Transaction is currently the highest and otherwise best available transaction in light of, among other factors, the fact that the Credit Bid Purchase Agreement and Plan collectively provide for a going-concern transaction that maximizes the long-term value of the Debtors' business, provides for the continued employment of over 1,000 employees and contractors, and maximizes the consideration available for distribution to the Debtors' creditors under the Plan. As such, the Debtors submit that the Credit Bid Transaction is in the best interests of the Debtors and their estates.

B. Approval of Apache Transactions

Pursuant to the Apache Term Sheet, the Company, the Consenting Creditors, and Apache agreed to, among other things, negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021. In addition, the RSA provides that it shall be a DIP Commitment Parties Termination Event (as defined in the RSA) if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021.

Following months of extensive negotiations, on January 1, 2021, the parties finalized the Apache Definitive Documents and certain of the Debtors, Apache, and certain of its affiliates entered into the Implementation Agreement, an agreement whereby parties thereto agreed to execute and deliver the Apache Definitive Documents on or before the Effective Date of the Plan.

The Apache Definitive Documents include, among other things, the Initial Plan of Merger, which provides, among other things, that as of the Effective Date:

- FWE I will be formed, all of the FWE I Assets will be allocated to, possessed by, and vested in FWE I, pursuant to the terms of the Initial Plan of Merger, and all of the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE I; and
- FWE will maintain its separate existence and continue as a surviving entity as FWE III, all of the assets of FWE other than the Credit Bid Acquired Interests, the FWE I Assets, and the Abandoned Properties, will be allocated to, possessed by, and vested in FWE III, pursuant to the terms of the Initial Plan of Merger, and all of the liabilities and obligations of FWE remaining other than the Credit Bid

²⁹³³ The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million (provided that the amount in (iii) may be reduced to an amount not less than \$100 million in the sole and absolute discretion of the Buyer).

Assumed Liabilities and the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE III.

Other Apache Definitive Documents include (i) the Sublease Amendment described above in Section V.J, pursuant to which FWE will pay a substantially reduced rental rate to Apache, as sublessor, and which contains favorable termination rights, (ii) the TSA between FWE I and Credit Bid Purchaser, and (iii) a Farmout Agreement between Credit Bid Purchaser and FWE I (the “**Farmout Agreement**”). To facilitate the transition process, pursuant to the TSA, the Credit Bid Purchaser will provide operational, technical, and administrative services to FWE I to operate the FWE I Assets during the period following the Effective Date. The Farmout Agreement provides, among other things, that Credit Bid Purchaser will have the right for two years to present capital projects to FWE I relating to the Legacy Apache Properties, which will give FWE I the option to participate, in its sole discretion, under the terms mutually agreed and set forth in the Farmout Agreement.

In addition, section 10.7 of the Plan provides for mutual releases by (among other parties) the Apache PSA Parties, the Debtors, and the Consenting Creditors, provided, however, that no party will be released to the extent such release would impair the Decommissioning Security or the Apache PSA Parties’ ability to draw on the Decommissioning Security, in any respect.

The Plan is being proposed as a motion to approve, among other things, the Apache Transactions pursuant to Bankruptcy Rule 9019 and entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

The Apache Transactions provide considerable benefits to the Debtors’ estates and other key stakeholders, including, among other things, (i) limiting the Debtors’ exposure to the decommissioning liabilities related to the Legacy Apache Properties, (ii) advancing discussions with other parties in interest regarding a comprehensive restructuring, including the Consenting Creditors, BOEM and BSEE, and other predecessors in interest, (iii) reducing the rent charged to FWE pursuant to the Sublease Amendment, and (iv) substantially accelerating the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities in the Gulf of Mexico.

C. Approval of Additional Predecessor Agreements

As contemplated by the Plan and discussed above, the Debtors may enter into additional, consensual agreements prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties (the “**Additional Predecessor Agreements**”). To the extent the Debtors enter into any such Additional Predecessor Agreements prior to confirmation, the Debtors will seek approval of such agreements at confirmation.

D. ~~C.~~ Approval of Abandonment of Abandoned Properties

In the Debtors' business judgment, the Abandoned Properties are burdensome to the Debtors' estates. As discussed above, since before the Petition Date, the Debtors have been in active discussions with BOEM and BSEE regarding the development of the Plan and proposed treatment of the Debtors' properties, including the Debtors' intention to abandon certain properties. Moreover, as detailed above, Debtors have also been coordinating with the Predecessors and CIOs on the safe and orderly operational transfer of the Abandoned Properties.

**VII.
TRANSFER RESTRICTIONS AND
CONSEQUENCES UNDER FEDERAL SECURITIES LAWS**

The offer, issuance and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims and General Unsecured Claims under Article IV of the Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

The issuance and sale of the Second Lien Backstop Commitment Premium Equity Interests to be issued pursuant to the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Commitment Premium, the SLTL ERO Backstop Commitment Premium, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) to be issued pursuant to the New Money Warrant Agreement is being made in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder.

A. Section 1145 of the Bankruptcy Code and Subscription Transfers

The above described securities to be issued pursuant to section 1145 of the Bankruptcy Code (the "**1145 Securities**") may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an "underwriter" with respect to such 1145 Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. Section 1145 of the Bankruptcy

3. Risk of Non-Consensual Confirmation and Conversion into Chapter 7 Cases

If any impaired class of claims or equity interests does not accept or is deemed not to accept a plan, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. If any Class votes to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

If no plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section C hereof, as well as the Liquidation Analysis attached hereto as **Exhibit LM** (the "**Liquidation Analysis**"), for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

4. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date and that there is not a material risk that the Debtors will not be able to obtain all necessary governmental approvals (including any regulatory approval from BOEM and BSEE, and, if applicable, antitrust approval), there can be no assurance as to the timing of the Effective Date. Certain transactions contemplated under the Plan may require a review under the Hart-Scott-Rodino Antitrust Improvements Act. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, none of the transactions set forth in Article V of the Plan shall have been consummated, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

5. Risks Related to Possible Objections to the Plan

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant provisions of the Bankruptcy Code and other applicable law, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection. As of the date hereof, the Debtors have received multiple objections to the Plan. The objections assert, among other things, that the Debtors cannot abandon certain estate property. *See, e.g.* objection filed by XTO Offshore, Inc., HHE Energy Company, and XH LLC [Docket No. 759]. While the Debtors believe that they will overcome any objections challenging the Debtors' ability to abandon certain properties, including XTO's objection, the Debtors cannot predict with certainty how such objections will be resolved.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

5. No Admission Made

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

6. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VIII thereof.

X.

VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, each holder of a claim or interest in a Voting Class as of the Record Date (an “**Eligible Holder**”) should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and conditions of the Plan.

A. Voting Deadline

All Eligible Holders have been sent a Ballot together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged Prime Clerk LLC as their Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON ~~APRIL 26~~JUNE 2, 2021, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of the plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

Class 1 — Other Secured Claims
 Class 3 — FLFO Claims
 Class 4 — FLTL Claims
 Class 5 — SLTL Claims
 Class 6A — Unsecured Trade Claims
 Class 6B — General Unsecured Claims

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above. Trade Creditors may elect to have their Claims treated as Unsecured Trade Claims by indicating such election on the Ballot.

All Ballots must be signed by the Eligible Holder, or any person who has obtained a properly completed Ballot proxy from the Eligible Holder by the Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. If you return more than one Ballot voting different claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

1. Fiduciaries and Other Representatives

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person

interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

2. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (a) accept the plan; or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (a) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (b) the Liquidation Analysis attached hereto as **Exhibit LM**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors’ conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

3. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the

Debtors have analyzed the abilities of each of FWE I, FWE III, and NewCo and its subsidiaries, including the Credit Bid Purchaser, to meet their respective obligations under the Plan.

(a) **FWE I**

The Debtors believe that FWE I will have sufficient funds and resources to meet, or otherwise satisfy, its obligations under the Plan going forward. As discussed above, the Debtors will capitalize FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project shall be approximately \$2524 million. Additional funds will be available post-Effective Date through cash flows generated from operations of the Legacy Apache Properties, which the Debtors project will produce approximately 25,000 barrels of oil equivalent per day, and through loans of up to \$400 million to be provided by Apache in accordance with the terms and conditions of the Standby Credit Facility Documents to be used by FWE I to perform P&A Obligations. Additionally, under the Decommissioning Agreement, separate security has previously been provided to Apache to secure P&A Obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions). As set detailed in **Exhibit MN**, Houlihan Lokey estimated the enterprise value of FWE I to be approximately negative \$220 million to positive \$170 million, with a mid-point of negative \$30 million.

Based on the Debtors' estimate of approximately \$965 million to \$1.16 billion in total FWE I Obligations, including all P&A Obligations associated with the Legacy Apache Properties, and the funds and resources described above, the Debtors believe that the Plan provides the ability for FWE I to meet, or otherwise satisfy, its obligations under the Plan.

(b) **FWE III**

The Debtors further believe that FWE III will have sufficient funds to meet its obligations under the Plan. FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to implement the Plan, operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets and wind down costs. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds). In addition, the Plan Administrator will engage the services of Credit Bid Purchaser to leverage its staff's extensive experience managing P&A and decommissioning work to efficiently and safely complete FWE III's P&A obligations.

Therefore, based on Houlihan Lokey's estimated asset value of FWE III of approximately negative \$28 million (at the midpoint), as detailed in **Exhibit MN**, the Debtors believe that FWE III is sufficiently capitalized to satisfy all of its obligations.

(c) **Credit Bid Purchaser**

The Debtors believe that the Credit Bid Purchaser will have sufficient funds to meet its obligations under the Plan, including those obligations related to the Credit Bid Acquired Interests. The Debtors submit that the Credit Bid Purchaser can provide adequate assurance of future performance under the assumed executory contracts and unexpired leases. If the Plan is confirmed, the Credit Bid Purchaser will acquire specified Deepwater Assets and Shelf Assets with a significantly de-levered balance sheet and reduction in annual debt service obligations. Based on the Debtors' projected cash on hand on the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, composed of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, up to \$120 million will be used to capitalize the Credit Bid Purchaser's balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

The Debtors have also prepared the consolidated financial projections for the Credit Bid Purchaser (the "**Financial Projections**") for the fiscal years 2021 through 2025 (the "**Projection Period**"). The Financial Projections, and the assumptions on which they are based, are attached hereto as Exhibit NO.

Accordingly, the Debtors believe that the Plan is not likely to be followed by liquidation or the need for further reorganization.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

4. Valuation

The Debtors and Houlihan believe that the valuation of Credit Bid Purchaser implied by the Credit Bid Transaction is currently the best measure of fair market value for the assets and associated liabilities included in the Credit Bid Transaction given, among other reasons, (i) the robust M&A Process conducted by Houlihan and (ii) the terms of the Credit Bid Transaction are the result of good faith, arm's length, and comprehensive negotiations between the Debtors and the Consenting FLTL Lenders and their respective financial and legal advisors based on in-depth due diligence and a determination of the value maximizing development, production and operation of the assets included in the Credit Bid Transaction. Notwithstanding the foregoing, Houlihan has prepared a valuation analysis of NewCo, which is attached hereto as Exhibit MN.

XII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (A) the preparation and presentation of an alternative reorganization; (B) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (C) a liquidation under chapter 7 of the Bankruptcy Code.

A. Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (a) a reorganization and continuation of the Debtors' business or (b) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances.

B. Sale under Section 363 of the Bankruptcy Code

Upon the Toggle Event, the Debtors intend to seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code. Upon analysis and consideration of this alternative, the Debtors do not believe that a standalone sale of their assets pursuant to section 363 of the Bankruptcy Code would yield a higher recovery for the holders of Claims and Interests under the Plan.

C. Liquidation Under Chapter 7 of Bankruptcy Code

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis

attached
Exhibit LM.

hereto

as

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.

XIII.
CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 1, 3, 4, 5, 6A, and 6B to vote in favor thereof.

[Remainder of Page Intentionally Left Blank]

Exhibit B

Blackline of Amended Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, et al.,	§	Case No. 20-33948 (MI)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**~~THIRD~~FOURTH AMENDED JOINT CHAPTER 11 PLAN OF
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

WEIL, GOTSHAL & MANGES LLP

Alfredo R. Pérez
Clifford W. Carlson
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (713) 546-5000
Facsimile: (713) 224-9511

WEIL, GOTSHAL & MANGES LLP

Matthew S. Barr (admitted *pro hac vice*)
Jessica Liou (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

Dated: ~~March 24~~April 9, 2021
Houston, Texas

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

Table of Contents

ARTICLE I.	<u>–Definitions and Interpretation.</u>	1
1.1	<u>Definitions.</u>	<u>1</u>
1.2	<u>Interpretation; Application of Definitions; Rules of Construction.</u>	<u>2728</u>
1.3	<u>Reference to Monetary Figures.</u>	<u>2728</u>
1.4	<u>Controlling Document.</u>	<u>2829</u>
1.5	<u>Certain Consent Rights</u>	<u>2829</u>
ARTICLE II.	<u>Administrative Expense Claims, Fee Claims, DIP Claims, and</u>	
	<u>Priority Tax Claims.</u>	2829
2.1	<u>Treatment of Administrative Expense Claims.</u>	<u>2829</u>
2.2	<u>Treatment of Fee Claims.</u>	<u>2930</u>
2.3	<u>Treatment of DIP Claims.</u>	<u>3031</u>
2.4	<u>Payment of Fees and Expenses Under DIP Order.</u>	<u>3031</u>
2.5	<u>Treatment of Priority Tax Claims.</u>	<u>3031</u>
2.6	<u>Restructuring Expenses.</u>	<u>3132</u>
2.7	<u>Postpetition Hedge Claims.</u>	<u>3132</u>
ARTICLE III.	<u>Classification of Claims and Interests.</u>	3233
3.1	<u>Classification in General.</u>	<u>3233</u>
3.2	<u>Formation of Debtor Groups for Convenience Only.</u>	<u>3233</u>
3.3	<u>Summary of Classification of Claims and Interests.</u>	<u>3233</u>
3.4	<u>Special Provision Governing Unimpaired Claims.</u>	<u>3334</u>
3.5	<u>Separate Classification of Other Secured Claims.</u>	<u>3334</u>
3.6	<u>Elimination of Vacant Classes.</u>	<u>3334</u>
3.7	<u>Voting Classes; Presumed Acceptance by Non-Voting Classes.</u>	<u>3334</u>
3.8	<u>Voting; Presumptions; Solicitation.</u>	<u>3334</u>
3.9	<u>Cramdown.</u>	<u>3435</u>
3.10	<u>No Waiver.</u>	<u>3435</u>
ARTICLE IV.	<u>Treatment of Claims and Interests.</u>	3435
4.1	<u>Class 1: Other Secured Claims.</u>	<u>3435</u>
4.2	<u>Class 2: Priority Non-Tax Claims.</u>	<u>3435</u>
4.3	<u>Class 3: FLFO Claims.</u>	<u>3536</u>
4.4	<u>Class 4: FLTL Claims.</u>	<u>3536</u>
4.5	<u>Class 5: <u>SLTL</u> Claims.</u>	<u>37</u>
4.6	<u>Class 6A: Unsecured Trade Claims.</u>	<u>3637</u>
4.67	<u>Class <u>56B</u>: General Unsecured Claims.</u>	<u>3637</u>
4.78	<u>Class <u>67</u>: Intercompany Claims.</u>	<u>3738</u>
4.89	<u>Class <u>78</u>: Subordinated Securities Claims.</u>	<u>3738</u>
4.94.10	<u>Class <u>89</u>: Intercompany Interests.</u>	<u>3738</u>
4.101	<u>Class <u>910</u>: Existing Equity Interests.</u>	<u>3738</u>
4.112	<u>Treatment of Vacant Classes.</u>	<u>3839</u>
ARTICLE V.	<u>Means for Implementation.</u>	3839
5.1	<u>Plan Settlement; Compromise and Settlement of Claims, Interests, and</u> <u>Controversies.</u>	<u>3839</u>
5.2	<u>Credit Bid Transaction; Confirmation Outside Date.</u>	<u>3839</u>
5.3	<u>Equity Rights Offerings.</u>	<u>4142</u>
5.4	<u>New Equity Interests.</u>	<u>4142</u>

5.5	<u>NewCo Organizational Documents</u>	<u>4243</u>
5.6	<u>New Money Warrants, SLTL Warrants and GUC Warrants</u>	<u>4243</u>
5.7	<u>Plan of Merger</u>	<u>4243</u>
5.8	<u>Single Share</u>	<u>4344</u>
5.9	<u>Plan Administrator</u>	<u>4344</u>
5.10	<u>Plan Funding</u>	<u>4647</u>
5.11	<u>The Exit Facilities</u>	<u>4647</u>
5.12	<u>Apache Definitive Documents</u>	<u>4748</u>
5.13	<u>Abandonment of Certain Properties</u>	<u>4849</u>
5.14	<u>Establishment of Claims Reserve</u>	<u>4850</u>
5.15	<u>Plan Administrator Expense Reserve</u>	<u>4850</u>
5.16	<u>Continued Corporate Existence; Effectuating Documents; Further Transactions</u>	<u>4950</u>
5.17	<u>Corporate Action</u>	<u>5051</u>
5.18	<u>Cancellation of Existing Securities and Agreements</u>	<u>5052</u>
5.19	<u>Cancellation of Certain Existing Security Interests</u>	<u>5153</u>
5.20	<u>Intercompany Interests; Corporate Reorganization</u>	<u>5253</u>
5.21	<u>Restructuring Transactions</u>	<u>5253</u>
5.22	<u>Liquidating Trust</u>	<u>5253</u>
5.23	<u>Securities Exemptions</u>	<u>5354</u>
5.24	<u>Closing of Chapter 11 Cases</u>	<u>5456</u>
	<u>ARTICLE VI. Distributions</u>	<u>5456</u>
6.1	<u>Distributions Generally</u>	<u>5456</u>
6.2	<u>No Postpetition Interest on Claims</u>	<u>5556</u>
6.3	<u>Date of Distributions</u>	<u>5556</u>
6.4	<u>Distribution Record Date</u>	<u>5556</u>
6.5	<u>Distributions after Effective Date</u>	<u>5557</u>
6.6	<u>Delivery of Distributions</u>	<u>5557</u>
6.7	<u>Unclaimed Property</u>	<u>5657</u>
6.8	<u>Satisfaction of Claims</u>	<u>5657</u>
6.9	<u>Manner of Payment under Plan</u>	<u>5657</u>
6.10	<u>De Minimis Cash Distributions</u>	<u>5658</u>
6.11	<u>No Distribution in Excess of Amount of Allowed Claim</u>	<u>5758</u>
6.12	<u>Allocation of Distributions Between Principal and Interest</u>	<u>5758</u>
6.13	<u>Setoffs and Recoupments</u>	<u>5758</u>
6.14	<u>Withholding and Reporting Requirements</u>	<u>5759</u>
6.15	<u>Claims Paid by Third Parties</u>	<u>5859</u>
6.16	<u>Claims Payable by Third Parties</u>	<u>5860</u>
	<u>ARTICLE VII. Procedures for Disputed Claims</u>	<u>5960</u>
7.1	<u>Allowance of Claims</u>	<u>5960</u>
7.2	<u>Claims Objections</u>	<u>5960</u>
7.3	<u>Estimation of Claims</u>	<u>5960</u>
7.4	<u>Adjustment to Claims Register Without Objection</u>	<u>6061</u>
7.5	<u>Time to File Objections to Claims</u>	<u>6061</u>
7.6	<u>Disallowance of Claims</u>	<u>6061</u>
7.7	<u>Amendments to Claims</u>	<u>6061</u>

7.8	<u>No Distributions Pending Allowance.</u>	<u>6062</u>
7.9	<u>Distributions After Allowance.</u>	<u>6062</u>
7.10	<u>Claims Resolution Procedures Cumulative.</u>	<u>6162</u>
ARTICLE VIII. Executory Contracts and Unexpired Leases.		6162
8.1	<u>General Treatment.</u>	<u>6162</u>
8.2	<u>Determination of Cure Amounts and Deemed Consent.</u>	<u>6263</u>
8.3	<u>Rejection Damages Claims.</u>	<u>6365</u>
8.4	<u>Survival of the Debtors' Indemnification Obligations.</u>	<u>6465</u>
8.5	<u>Insurance Policies.</u>	<u>6465</u>
8.6	<u>Modifications, Amendments, Supplements, Restatements, or Other Agreements.</u>	<u>6466</u>
8.7	<u>Reservation of Rights.</u>	<u>6566</u>
ARTICLE IX. Conditions Precedent to Occurrence of Effective Date.		6566
9.1	<u>Conditions Precedent to Effective Date.</u>	<u>6566</u>
9.2	<u>Waiver of Conditions Precedent.</u>	<u>6768</u>
9.3	<u>Effect of Failure of a Condition.</u>	<u>6869</u>
ARTICLE X. Effect of Confirmation.		6869
10.1	<u>Binding Effect.</u>	<u>6869</u>
10.2	<u>Vesting of Assets.</u>	<u>6869</u>
10.3	<u>Discharge of Claims Against and Interests in Debtors.</u>	<u>6870</u>
10.4	<u>Pre-Confirmation Injunctions and Stays.</u>	<u>6971</u>
10.5	<u>Injunction Against Interference With Plan.</u>	<u>6971</u>
10.6	<u>Plan Injunction.</u>	<u>7071</u>
10.7	<u>Releases.</u>	<u>7072</u>
10.8	<u>Exculpation.</u>	<u>7476</u>
10.9	<u>Injunction Related to Releases and Exculpation.</u>	<u>7577</u>
10.10	<u>Subordinated Securities Claims.</u>	<u>7677</u>
10.11	<u>Retention of Causes of Action and Reservation of Rights.</u>	<u>7677</u>
10.12	<u>Ipso Facto and Similar Provisions Ineffective.</u>	<u>7677</u>
10.13	<u>Indemnification and Reimbursement Obligations.</u>	<u>7678</u>
ARTICLE XI. Retention of Jurisdiction.		7778
11.1	<u>Retention of Jurisdiction.</u>	<u>7778</u>
ARTICLE XII. Miscellaneous Provisions.		7980
12.1	<u>Payment of Statutory Fees.</u>	<u>7980</u>
12.2	<u>Exemption from Certain Transfer Taxes.</u>	<u>7980</u>
12.3	<u>Request for Expedited Determination of Taxes.</u>	<u>8081</u>
12.4	<u>Dates of Actions to Implement Plan.</u>	<u>8081</u>
12.5	<u>Amendments.</u>	<u>8081</u>
12.6	<u>Revocation or Withdrawal of Plan.</u>	<u>8082</u>
12.7	<u>Severability.</u>	<u>8182</u>
12.8	<u>Governing Law.</u>	<u>8182</u>
12.9	<u>Immediate Binding Effect.</u>	<u>8183</u>
12.10	<u>Successors and Assigns.</u>	<u>8183</u>
12.11	<u>Entire Agreement.</u>	<u>8283</u>
12.12	<u>Computing Time.</u>	<u>8283</u>
12.13	<u>Exhibits to Plan.</u>	<u>8283</u>

<u>12.14</u>	<u>Notices.</u>	<u>82</u> 83
<u>12.15</u>	<u>Reservation of Rights.</u>	<u>83</u> 85
<u>12.16</u>	<u>Dissolution of Creditors' Committee.</u>	<u>84</u> 85

terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

Claims Reserve Amount means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Confirmation Outside Date means ~~May 10~~June 16, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

Consenting Creditors means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

Credit Bid Acquired Interests has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

Credit Bid Assumed Liabilities has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

Divisive Merger means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.

Effective Date means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

Entity means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

Equity Rights Offerings means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

ERO Backstop Agreements means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

ERO Backstop Parties means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

Estate(s) means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Exculpated Parties means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL ~~Administrative~~ Agents, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Existing Equity Interests means shares of common stock of FWE Parent that existed immediately before the Effective Date.

Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

FLTL ERO Backstop Parties means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

FLTL Subscription Rights means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[***FLTL Unsubscribed Shares*** has the meaning set forth in the FLTL ERO Backstop Agreement].

FWE I means an entity formed on the Effective Date by a Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Initial Plan of Merger.

FWE I LLC Agreement means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

FWE I Assets has the meaning set forth in the Initial Plan of Merger.

FWE I Obligations has the meaning set forth in the Initial Plan of Merger.

FWE I Sole Manager has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

FWE III means the surviving entity under the name Fieldwood Energy III LLC following ~~the~~a Divisive Merger pursuant to the Initial Plan of Merger.

FWE III LLC Agreement means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

FWE III Assets has the meaning set forth in the Initial Plan of Merger, as such meaning may be modified by any Plan of Merger, other than the Initial Plan of Merger.

FWE III Obligations has the meaning set forth in the Initial Plan of Merger, as such meaning may be modified by any Plan of Merger, other than the Initial Plan of Merger.

FWE Additional Entity means any entity, other than FWE I and FWE III, formed on the Effective Date by a Divisive Merger involving FWE III (but not FWE I) pursuant to a Plan of Merger.

FWE Assets means, collectively, the FWE I Assets ~~and~~ FWE III Assets, and any assets allocated to an FWE Additional Entity from FWE III.

FWE Parent means Debtor Fieldwood Energy Inc.

General Unsecured Claim means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court. For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

GUC Warrant Agreement means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

GUC Warrants means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

Indemnification Obligation means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

Initial Distribution means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

Initial Distribution Date means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

Initial Plan of Merger means any Divisive Merger(s) to be effectuated pursuant to that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

Intercompany Claim means any Claim against a Debtor held by another Debtor.

Intercompany Interest means an Interest in a Debtor other than any Existing Equity Interest.

Interest means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Management Incentive Plan means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

New Equity Interests means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

New Intercreditor Agreement means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

NewCo means [], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

Petition Date means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

Plan Administrator means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

Plan Administrator Agreement means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

Plan Administrator Expense Reserve means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

Plan Administrator Expense Reserve Amount means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

Plan Distribution means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

Plan of Merger means ~~that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement, collectively, (a) the Initial Plan of Merger and (b) any Divisive Merger(s) involving any Debtor or any successor to any Debtor (including FWE III but excluding FWE I) to be effectuated on the Effective Date subsequent to the effective time of the Initial Plan of Merger.~~

Plan of Merger Consent Rights means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

Plan of Merger Preferential Purchase Rights means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

Plan Settlement means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

Plan Supplement means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the

implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

Postpetition Hedging Agreements has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

Postpetition Hedge Claim means a Claim arising pursuant to any Postpetition Hedging Agreement.

Post-Effective Date Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III and any FWE Additional Entities solely to the extent consistent with the applicable Additional Predecessor Agreement Document. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

Post-Effective Date FWE Parent means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

Prepetition Agents means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, Prepetition FLTL Subagent, and the Prepetition SLTL Agent.

Prepetition FLFO Administrative Agent means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

Prepetition FLFO Advisors means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Opportune LLP, and any local or foreign advisors.

Prepetition FLFO Collateral Agent means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

Prepetition FLFO Credit Agreement means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO

Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition FLFO Lenders means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

Prepetition FLFO Loans means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

Prepetition FLFO Secured Parties means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

Prepetition FLTL Administrative Agent means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

Prepetition FLTL Agents means the Prepetition FLTL Administrative Agent and the Prepetition FLTL Subagent.

Prepetition FLTL Agents Advisors means Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLTL Administrative Agent) and Seward & Kissel LLP (in its capacity as counsel to the Prepetition Subagent).

Prepetition FLTL Subagent means Drivetrain Agency Services, LLC, solely in its capacity as a subagent to the Prepetition FLTL Administrative Agent under the Prepetition FLTL Credit Agreement and the Loan Documents (as such term is defined in the Prepetition FLTL Credit Agreement).

Prepetition FLTL Credit Agreement means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition FLTL Lenders means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

Prepetition FLTL Loans means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

Prepetition SLTL Administrative Agent means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

Prepetition SLTL Credit Agreement means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition SLTL Lenders means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

Prepetition SLTL Loans means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

Principal FLFO Amount has the meaning set forth in Section 4.3.

Priority Non-Tax Claim means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Priority Tax Claim means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata Share means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

Professional Person(s) means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Professional Fee Escrow means an escrow account established and funded pursuant to section ~~2.22.2~~ of the Plan.

Professional Fee Escrow Amount means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section ~~2.22.2~~ of the Plan.

Released Parties means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL ~~Administrative~~-Agents, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers,

members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Releasing Parties means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

Required DIP Lenders has the meaning set forth in the Restructuring Support Agreement.

Requisite FLFO Lenders means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

Requisite FLTL Lenders has the meaning set forth in the Restructuring Support Agreement.

Requisite SLTL Lenders has the meaning set forth in the Restructuring Support Agreement.

Residual Distributable Value means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

Restructuring means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

Restructuring Expenses means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, ~~and~~ (iii) the Prepetition FLTL Agents, and (iv) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLTL Agents Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters

executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders, and solely to the extent such fees and expenses have been incurred in support of the Restructuring Transactions and so long as the Ad Hoc Group of Prepetition SLTL Lenders are parties to the Restructuring Support Agreement.

Restructuring Support Agreement means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Restructuring Transactions means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger^(s) effectuated pursuant to the Plan of Merger.

Schedule of Abandoned Properties means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of Assumed Contracts means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

Schedule of FWE I Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of FWE III Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of FWE IV Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute assets of the FWE Additional Entity to be formed under the name Fieldwood Energy IV LLC, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of FWE Additional Entity Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute assets of any FWE Additional Entity, a copy of which shall be included in the Plan Supplement.

Schedule of Purchased Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedules means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

Second Lien Backstop Commitment Letter means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

Second Lien Backstop Commitment Premium means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

Second Lien Backstop Commitment Premium Equity Interests means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment

Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

Trade Creditor means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

Unsecured Trade Claim means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means ~~April 26~~June 2, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

2.3 Treatment of DIP Claims.

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

2.4 Payment of Fees and Expenses Under DIP Order.

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent ~~and~~, DIP Lenders, and Prepetition FLTL Agents, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

2.5 Treatment of Priority Tax Claims.

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser)

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

5.5 NewCo Organizational Documents

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

5.6 New Money Warrants, SLTL Warrants and GUC Warrants

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

5.7 Plan of Merger

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I ~~and~~, FWE III, and any FWE Additional Entity pursuant to the terms of the applicable Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) ~~(x)~~ the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I ~~and~~, ~~(y)~~ the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III (except as provided in any Plan of Merger other than the Initial Plan of Merger), and (z) any obligations allocated to an FWE Additional Entity pursuant to the Plan of Merger shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, such applicable FWE Additional Entity. Immediately after the

effective time of the Divisive Merger as provided in the Initial Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations, and (ii) FWE III will be the FWE III Assets and FWE III Obligations, and (iii) any FWE Additional Entity will be those assets and obligations allocated to such entity pursuant to the Plan of Merger. Immediately after the effective time of any Divisive Merger as provided in a Plan of Merger other than the Initial Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, FWE III (if a party to such Plan of Merger) and any FWE Additional Entity will be those assets and obligations allocated to such entity pursuant to such Plan of Merger.

(b) All of the membership interests (or other equity interests, as applicable) of FWE I ~~and~~ FWE III, and any FWE Additional Entity shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation ~~or~~ FWE III Obligation, or an obligation of any FWE Additional Entity, as applicable.

5.8 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

5.9 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims

reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;

- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;
- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the (y) FWE III Assets, including the FWE III Oil & Gas Lease Interests and (z) except as otherwise agreed pursuant to an Additional Predecessor Agreement, any assets of any FWE Additional Entity, including the FWE IV Oil & Gas Lease Interests and any FWE Additional Entity Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date

5.12 Apache Definitive Documents.

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Initial Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

(b) FWE I Sole Manager

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.
- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

5.13 Abandonment of Certain Properties

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in

consummation of a Divisional Merger^(s) as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved; (v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

5.17 Corporate Action.

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Initial Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other

Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

5.18 Cancellation of Existing Securities and Agreements.

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL ~~Administrative~~ Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL ~~Administrative~~ Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit

agreements, collateral agreements, ~~or~~ pledge agreements, direction letters or other related documents; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL ~~Administrative~~ Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

5.19 Cancellation of Certain Existing Security Interests.

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

5.20 Intercompany Interests; Corporate Reorganization.

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

5.21 Restructuring Transactions.

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by,

executory contract, it will be assumed and become the obligation of FWE I under the Initial Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

8.2 Determination of Cure Amounts and Deemed Consent.

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed

(c) ***Release of Liens.*** Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Initial Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE

Exhibit C

**Blackline of Leases, Rights of Way and Rights of Use and Easement Related to
Purchased Oil & Gas Lease Interests**

Purchased Oil & Gas Lease Interests^{+*}

^{+*}
= The Debtors and the Consenting FLTL Lenders reserve the right to amend, modify, or supplement this schedule subject to any consent rights under the Restructuring Support Agreement.

Key: ~~RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest~~

Legend: OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; ORRI - Overriding Royalty Interest; RT A - Record Title A; RT B - Record Title B; WI - Working Interest; WI A - Working Interest A

WEIL\07879239\3\45327.0005

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
AT 023	G35015	Federal	RT	8/1/2013	5,760	Murphy E&P USA	8%	PRIMARY	
BS 25	G31442	Federal	RT	2/1/2008	2,079	Tana Exp	25%	UNIT	
BS 25	SL19718	SL-LA	WI	7/9/2008	154	Tana Exp	25%	Active	
BS 45	SL15683	SL-LA	WI A	4/14/1997	–	Southern Oil of Louisiana	38%	UNIT	[2]
BS 52	SL17675	SL-LA	WI A	12/16/2002	–	Southern Oil of Louisiana	38%	UNIT	[3]
BS 52	SL17860	SL-LA	WI	8/18/2003	–	Southern Oil of Louisiana	15%	UNIT	
EC 345	G15156	Federal	ORRI	8/1/1995	2,500	Talos ERT	1%	PROD (production ceased 4/28/20)	
EW 1009	G34878	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1010	G34879	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1011	G34880	Federal	RT	8/1/2013	1,500	Fieldwood En	50%	UNIT	
EW 789	G35805	Federal	ORRI	7/1/2016	5,760	Walter O&G	1%	UNIT	
EW 790	G33140	Federal	OP 1	7/1/2009	5,753	Fieldwood En	100%	UNIT	

- [1] Represents leases in which the Credit Bid Purchaser is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache and/or held by GOM Shelf); as to all remaining leases on this schedule (except those referenced in footnotes [5]-[7] below), the Credit Bid Purchaser is to obtain all of the Debtors' right, title and interest in such leases.
- [2] This lease has different ownership in 4 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 4 portions.
- [3] This lease has different ownership in 3 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 3 portions.
- [4] Fieldwood Energy Offshore has two ORRIs: a 1.225% ORRI from assignment filed with BOEM 2/09/2015 and another 3.43% (or 49% of 7%) ORRI that is granted each year. However, as to the SS 005 ST01 well, its combined ORRI is only 3.92% until 5.8 million barrels of oil equivalent from this well.
- [5] The Credit Bid Purchaser to acquire record title solely as to the W/2 and SE/4 of the block. The record title and the Debtors' operating rights solely as to the NE/4 of the block are to be abandoned.
- [6] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in this lease are to be abandoned.
- [7] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
-	227360	SL-TX	WI	-	-	Fieldwood Onshore	74%	ACTIVE	
-	230140	SL-MS	ORRI			Black Jack Oil Co Inc	1%	UNIT	
-	230150	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	231240	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	234082	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	255675	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	5752	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	140960	SL →TX SL - TX	WI	-	-	Fieldwood SD Offshore	100%	TERMINATE D	
-	165888	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	186892	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	176012	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	179673	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	188919	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	188921	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	269151	SL →TX SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	

Credit Bid Purchaser ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE 
20200	Fieldwood Energy, LLC	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G29427	G34966	
20202	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G29427	G34966	
20203	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G29427	G34966	
8255	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	12	OIL	Out of Service	G09349	G05889	
11260	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	16	OIL	Out of Service	G17685	G05889	
20195	Fieldwood Energy Offshore LLC	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G29424	G12209	
20221	Fieldwood Energy Offshore LLC	GC	156	Mid-Line PLET A-1	GC	156	Md-Line PLET A-2	8	BLKO	Proposed	G29417	G12209	
20197	Fieldwood Energy Offshore LLC	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Out of Service	G28820	G12209	
20155	Fieldwood Energy Offshore LLC	GC	156	Mid-Lne PLET A-2	GC	65	A	8	BLKO	Out of Service	G29417	G12209	
20183	Fieldwood Energy Offshore LLC	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G29420	G11043	
11393	Fieldwood Energy, LLC	GC	200	SS Manifold	GC	65	A	10	BLKO	Out of Service	G17737	G12210	
11394	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	24	CSNG	Out of Service	G17737	G12210	
11395	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17737	G12210	
11396	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	10	BLKG	Out of Service	G17738	G12210	
11397	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	24	CSNG	Out of Service	G17738	G12210	
11410	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17738	G12210	
11959	Fieldwood Energy Offshore LLC	GC	200	SSMANIFO	GC	65	A	2	UMB	Out of Service	G17737	G12210	
12141	Fieldwood Energy Offshore LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17738	G12210	

[1] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

Credit Bid Purchaser RUE

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note ⁺
MC	736	A (Thunder Hawk)	2045	G30354	G28022	Fieldwood Energy LLC	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002	
SM	40	B	1266	G30342	G13607	Fieldwood Energy Offshore LLC	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5	=
SM	40	JA	27017	G30352	G13607	Fieldwood Energy Offshore		SM 41 B PF and wells	=
SS	80	A	23548	G30201	G15277	Fieldwood Energy Offshore LLC	02/07/13	SS 79 A002	
ST	68	CAISS. #1	24108	G30267	00020	Fieldwood Energy LLC	03/09/18	ST 67 #6	[1]

~~[1] RUE services leases included on both the Credit Bid Purchaser and FWE I schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.~~

Exhibit D

**Blackline of Leases, Rights of Way and Rights of Use and Easement Related to
FWE I Oil & Gas Lease Interests**

Leases Related to FWE I Oil & Gas Lease Interests^{1*}

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
BA 491	G06069	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
BA A105	G01757	Federal	RT	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[46]
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[46]
BA A-105	G01757	Federal	OP 1	7/1/1968	5,760	Fieldwood En	6.3%	PROD	[6]
BA A133	G02665	Federal	OP	7/1/1974	5,760	GOM Shelf	12.5%	PROD	[1], [46]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1], [46]
BA A19	G33399	Federal	RT	1/1/2010	5,760	Apache Shelf Exp	100.0%	EXPIR	

^{1*} The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases owned by GOM Shelf LLC.
- [2] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache; the Credit Bid Purchaser will acquire the Debtors' remaining right, title and interest in such leases. As to all remaining leases on this schedule (except the leases referenced in footnotes [3]-[57] below), FWE I is to obtain all of FWE's right, title and interest in such leases.
- [3] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. FWE III will acquire the Debtors' remaining right, title and interest in such leases.
- [4] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [5] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [\[6\] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be acquired by Chevron.](#)
- [\[7\] Represents leases in which \(i\) FWE I is to acquire solely the right, title and interest acquired by FWE from Apache and \(ii\) FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron. The Debtors' remaining right, title and interest in such leases are to be abandoned.](#)

Key: RT — Record Title; OP — Operating Rights; ORRI — Overriding Royalty Interest; CONT — Contractual; OPRTS — Operating Rights; WI — Working Interest

Legend: CONT - Contractual; OP - Operating Rights; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; OP 7 - Operating Rights 7; OP 10 - Operating Rights 10; OP 11 - Operating Rights 11; OP 12 - Operating Rights 12; OPRTS - Operating Rights; OPRTS Cont - Operating Rights / Contractual; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; WI - Working Interest-

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	42.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 7	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 6	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 333	G02317	Federal	RT	2/1/1973	5,000	Fieldwood En	100.0%	TERMIN	
EI 334	G15263	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	TERMIN	
EI 337	G03332	Federal	RT	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 4	3/1/1976	5,000	Fieldwood En	98.0%	UNIT	
EI 337	G03332	Federal	OP 1	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 3	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	ORRI	3/1/1976		Fieldwood En	0.1%	UNIT	
EI 342	G02319	Federal	RT A	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[46]
EI 342	G02319	Federal	RT B	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[46]
EI 342	G02319	Federal	OP 1	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[46]
EI 342	G02319	Federal	OP 2	2/1/1973	5,000	Fieldwood En	61.8%	TERMIN	[46]
EI 345	G21647	Federal	RT	7/1/2000	5,000	Fieldwood En	50.0%	TERMIN	
EI 346	G14482	Federal	RT	6/1/1994	5,000	Arena Off	100.0%	PROD	
EI 353	G03783	Federal	OP	6/1/1978	5,000	Fieldwood En	100.0%	TERMIN	
EI 354	G10752	Federal	RT	5/1/1989	5,000	Fieldwood En	100.0%	PROD	
EI 354	G10752	Federal	OP	5/1/1989	5,000	Fieldwood En	67.0%	PROD	
EI 361	G02324	Federal	RT	2/1/1973	5,000	Cox Op	12.4%	PROD	
EI 53	00479	Federal	OP 1	12/1/1954	5,000	EnVen En Vent	66.7%	PROD	[4]
EI 53	00479	Federal	OP	12/1/1954	5,000	EnVen En Vent	100.0%	PROD	[4]
EI 57	G02601	Federal	OP 2	5/1/1974	5,000	Talos	31.7%	TERMIN	
EI 57	G02601	Federal	OP 4	5/1/1974	5,000	ANKOR En	15.8%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
MP 5	SL13890	SL-LA	WI		26	Apache	50.0%	TERMIN	
MP 59	G03194	Federal	OP	7/1/1975	1,406	Cantium	37.5%	UNIT	
MP 59	G08461	Federal	OP	7/1/1986	2,340	Cantium	37.5%	UNIT	
MP 6	SL03771	SL-LA	WI	4/26/1961	1,067	Apache	50.0%	TERMIN	
MP 6	SL13580	SL-LA	WI		287	Apache	50.0%	TERMIN	
MP 6	SL13891	SL-LA	WI		270	Apache	50.0%	TERMIN	
MP 64	G04909	Federal	ORRI	12/1/1981	4,988	Sanare En Part	4.2%	UNIT	
MP 7	SL03773	SL-LA	WI	4/26/1961	—	Apache	50.0%	TERMIN	
MP 7	SL13892	SL-LA	WI		44	Apache	50.0%	TERMIN	
MP 74	G34857	Federal	RT	8/1/2013	1,733	Apache Shelf Exp	75.0%	RELINQ	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	26.2%	RELINQ	[47]
MP 77/78	G04481	Federal	OP	11/1/1980	4,655	Fieldwood En Off	23.5%	RELINQ	[47]
MP 91	G14576	Federal	RT	5/1/1994	1,017	Apache	100.0%	TERMIN	
MU 883	MF98761	SL - TX	WI			Apache	100.0%	TERMIN	
MU A-111	G03068	Federal	RT	4/1/1975	5,760	Apache	100.0%	TERMIN	
MU A133	G33392	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
MU A134	G32724	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
MU A85	G03061	Federal	RT	4/1/1975	5,760	EnVen En Vent	53.3%	PROD	
PE 881	G06390	Federal	OP	2/1/1984	5,760	ConocoPhillips	18.8%	TERMIN	
PL 1	G04234	Federal	RT	1/1/1980	1,568	Fieldwood En	100.0%	TERMIN	
PL 10	G02925	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
PL 11	00071	Federal	RT	9/12/1946	5,000	Fieldwood En	100.0%	RELINQ	
PL 13	G03171	Federal	RT	7/1/1975	5,000	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 1	7/1/1975	391	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 2	7/1/1975	3,906	ANKOR En	12.5%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
SA 10	G03958	Federal	OP	3/1/1979	3,144	Fieldwood En	20.0%	TERMIN	
SA 13	G03959	Federal	OP	3/1/1979	5,000	Renaissance Off	50.0%	TERMIN	
SM 10	G01181	Federal	RT	4/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 105	G17938	Federal	RT	8/1/1997	5,000	Fieldwood En	100.0%	PROD	
SM 106	G02279	Federal	RT	2/1/1973	2,500	Fieldwood En	100.0%	TERMIN	
SM 106	G03776	Federal	RT	6/1/1978	2,500	Fieldwood En	100.0%	PROD	
SM 108	00792	Federal	RT	5/1/1960	5,000	Talos En Off	25.0%	PROD	[1]
SM 108	00792	Federal	OP	5/1/1960	5,000	Talos En Off	12.5%	PROD	
SM 11	G01182	Federal	RT	3/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	66.7%	PROD	
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	33.3%	PROD	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	17.3%	PROD	[1]
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	8.7%	PROD	[1]
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	66.7%	PROD	
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	17.3%	PROD	[1]
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[46]
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50.0%	TERMIN	[4]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	TERMIN	[46]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50.0%	TERMIN	[46]
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	66.7%	TERMIN	
SM 141	G02885	Federal	RT	12/1/1974	5,000	Fieldwood En	77.6%	TERMIN	
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	17.3%	TERMIN	[1]
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	PROD	[2]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	25.0%	PROD	[2]
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50.0%	RELINQ	[46]
SM 161	G04809	Federal	RT	9/1/1981	5,000	Fieldwood En	100.0%	PROD	
SM 171	G34273	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 172	G34274	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
SM 177	G34275	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 178	G34276	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 18	G08680	Federal	RT	6/1/1987	5,000	Fieldwood En	50.0%	TERMIN	
SM 18	G08680	Federal	OP	6/1/1987	5,000	Fieldwood En	100.0%	TERMIN	
SM 188	G34277	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 189	G34278	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 193	G34279	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 195	G21108	Federal	ORRI	6/1/1999		Tarpon O&D	4.0%	TERMIN	
SM 236	G4437	Federal	ORRI	11/1/198 0		Cox Op	4.4%	UNIT	
SM 241	00310	Federal	RT	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	OP	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	Unit	2/7/1936	114,601	Cox Op	16.0%	UNIT	
SM 268	G02310	Federal	CONT	12/19/19 72		Apache	69.9%	TERMIN	[4]
SM 268	G34284	Federal	RT	8/1/2012	3,237	Apache Shelf Exp	100.0%	EXPIR	[4]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	72.8%	PROD	[4]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 280	G14456	Federal	RT	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	68.1%	PROD	[4]
SM 34	G13897	Federal	OP	5/1/1993	5,000	Black Elk En Off Op	50.0%	TERMIN	
SM 41	G01192	Federal	OP 2	6/1/1962	5,000	Sanare En Part	25.0%	PROD	[2]
SM 41	G01192	Federal	OP 3	6/1/1962	5,000	Sanare; Fieldwd En Off	50.0%	PROD	[2]
SM 44	G23840	Federal	RT	5/1/2002	5,000	SandRidge En Off	100.0%	TERMIN	
SM 48	00786	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	[2]
SM 48	00786	Federal	OP	5/1/1960	5,000	Fieldwood En	50.0%	PROD	[2]
SM 58	G01194	Federal	RT	5/1/1962	5,000	ANKOR En	100.0%	PROD	
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	[46]
SM 7	G33610	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 76	G01208	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	
SM 93	G21618	Federal	RT	5/1/2000	5,000	Talos ERT	12.5%	PROD	
SM 97	G32159	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
SP 61	G01609	Federal	OP	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[5]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	66.7%	PROD	[46]
SS 175	G05550	Federal	RT	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
SS 176	G33646	Federal	RT	7/1/2010	5,000	Fieldwood En	40.0%	PROD	
SS 178	G05551	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	PROD	
SS 182	G03998	Federal	RT	3/1/1979	2,500	Fieldwood En	100.0%	PROD	
SS 188	G05203	Federal	CONT	1/1/1983	5,027	Fieldwood En	100.0%	TERMIN	
SS 189	G04232	Federal	OP 5	12/1/197 9	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G04232	Federal	RT	12/1/197 9	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G4232	Federal	ORRI	12/1/197 9		Fieldwood En	8.0%	PROD	[4]
SS 190	G10775	Federal	RT	4/1/1989	5,000	Fieldwood En	60.0%	TERMIN	
SS 190	G10775	Federal	OP	4/1/1989	5,000	Fieldwood En	100.0%	TERMIN	
SS 193	G13917	Federal	RT	5/1/1993	5,000	Fieldwood En	100.0%	PROD	
SS 194	G15288	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
SS 198	00593	Federal	RT	9/1/1955	2,969	Renaissance Off	50.0%	PROD	[1]
SS 198	G12355	Federal	OP	9/1/1955	2,031	Renaissance Off	25.0%	PROD	
SS 199	00594	Federal	RT	9/1/1955	3,516	Talos En Off	50.0%	PROD	
SS 199	G12358	Federal	OP	9/1/1955	1,484	Renaissance Off	50.0%	PROD	
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	55.2%	PROD	[4]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	60.0%	UNIT	[46]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	72.2%	UNIT	[47]
SS 207	G01523	Federal	OP	7/1/1967	5,000	Fieldwood En	47.6%	UNIT	[47]
SS 210	G05204	Federal	CONT	1/1/1983	5,000	Fieldwood En	100.0%	RELINQ	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	80.0%	PROD	[4]
SS 243	G10780	Federal	RT	7/1/1989	5,000	Fieldwood En	50.0%	PROD	
SS 243	G10780	Federal	ORRI	7/1/1989		Fieldwood En	4.2%	PROD	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	5.3%	UNIT	[4]
SS 249	G1030	Federal	ORRI	6/1/1962		Fieldwood En Off	0.2%	UNIT	[4]
SS 258	G05560	Federal	RT	7/1/1983	5,000	Castex Off	100.0%	TERMIN	
SS 258	G05560	Federal	OP	7/1/1983	5,000	Castex Off	7.4%	TERMIN	
SS 259	G05044	Federal	RT	4/1/1982	5,141	Fieldwood En	100.0%	TERMIN	
SS 259	G05044	Federal	OP	4/1/1982	5,141	Fieldwood En	7.4%	TERMIN	
SS 271	G01038	Federal	RT	6/1/1962	5,000	Fieldwood En Off	20.0%	UNIT	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
				4					
ST 146	G33110	Federal	RT	7/1/2009	3,772	Apache Shelf Exp	100.0%	EXPIR	
ST 148	G01960	Federal	RT	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 148	G01960	Federal	OP	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 161	G01248	Federal	OP	6/1/1962	5,000	Arena Off	25.0%	PROD	
ST 166	G01252	Federal	OP	6/1/1962	5,000	Apache	100.0%	TERMIN	
ST 173	G04001	Federal	RT	3/1/1979	5,000	Apache	100.0%	TERMIN	
ST 179	G12020	Federal	RT	6/1/1990	5,000	Fieldwood En Off	50.0%	TERMIN	
ST 179	G12020	Federal	OP	6/1/1990	5,000	Fieldwood En Off	68.8%	TERMIN	
ST 190	G01261	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 190	G01261	Federal	OP	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 194	G05610	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	TERMIN	
ST 203	G01269	Federal	OP 1	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 203	G01269	Federal	OP 2	6/1/1962	5,000	Black Elk En Off Op	20.0%	TERMIN	
ST 203	G01269	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 205	G05612	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	PROD	-
ST 205	G05612	Federal	OP 3	7/1/1983	5,000	Fieldwood En	75.0%	PROD	-
ST 205	G05612	Federal	OP 4	7/1/1983	5,000	Fieldwood En	100.0%	PROD	-
ST 205	G05612	Federal	OP 7	7/1/1983	5,000	Fieldwood En	50.0%	PROD	-
ST 205	G05612	Federal	OP 6	7/1/1983	5,000	Fieldwood En	75.0%	PROD	-
ST 205	G05612	Federal	OP 5	7/1/1983	5,000	Fieldwood En	50.0%	PROD	-
ST 205	G05612	Federal	ORRI	7/1/1983	5,000	Fieldwood En	2.0%	PROD	-
ST 206	G05613	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	TERMIN	
ST 228	G32217	Federal	RT	8/1/2008	5,000	Eni US Op	40.0%	EXPIR	
ST 229	G13938	Federal	OP	7/1/1993	2,148	W & T Off	33.3%	PROD	
ST 244	G34341	Federal	RT	10/1/201 2	4,572	Apache Shelf Exp	100.0%	RELINQ	
ST 26	G01361	Federal	RT	5/1/1964	625	Cox Op	50.0%	UNIT	
ST 26	G01870	Federal	RT	11/1/196 8	1,875	Cox Op	50.0%	UNIT	
ST 26	G02620	Federal	RT	5/1/1974	2,500	Cox Op	50.0%	UNIT	
ST 276	G07780	Federal	RT	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 276	G07780	Federal	OP	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 290	G16454	Federal	RT	4/24/199 6	5,000	Apache	100.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
VK 694	G13055	Federal	RT	7/1/1991	3,214	Fieldwood En	53.1%	TERMIN	
VK 694	G13055	Federal	OP	7/1/1991	3,214	Fieldwood En	92.1%	TERMIN	
VK 698	G07901	Federal	RT	8/1/1985	4,996	Fieldwood En	52.4%	TERMIN	
VK 736	G13987	Federal	RT	7/1/1993	4,742	Fieldwood En	100.0%	TERMIN	
VK 780	G06884	Federal	RT	6/1/1984	5,760	Fieldwood En	100.0%	TERMIN	
VK 824	G15436	Federal	RT	9/1/1995	5,760	Apache	100.0%	RELINQ	
VK 856	G34872	Federal	RT	7/1/2013	877	Apache Shelf Exp	75.0%	RELINQ	
VK 899	G34408	Federal	RT	8/1/2012	1,553	Apache Shelf Exp	100.0%	EXPIR	
VR 115	G33593	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 128	G33594	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 131	00775	Federal	OP	5/1/1960	4,923	Talos En Off	72.5%	TERMIN	
VR 146	G33084	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
VR 156	G34251	Federal	RT	10/1/201 2	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 160	G34252	Federal	RT	10/1/201 2	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 161	G34253	Federal	RT	10/1/201 2	4,868	Apache Shelf Exp	100.0%	RELINQ	
VR 252	G05431	Federal	ORRI	7/1/1983	4,454	Castex Off	2.0%	PROD	
VR 253	G17912	Federal	ORRI	7/1/1997	5,000	Castex Off	0.6%	PROD	
VR 26	00297	Federal	OP 1	11/26/19 46	4,646	Apache Shelf	100.0%	TERMIN	
VR 26	00297	Federal	OP 2	11/26/19 46	4,646	Apache Shelf	25.0%	TERMIN	
VR 26	00297	Federal	RT	11/26/19 46	4,646	Apache Shelf	50.0%	TERMIN	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	75.0%	TERMIN	[46]
VR 261	G03328	Federal	OP 2	4/1/1976	5,429	Fieldwood En	37.5%	TERMIN	[46]
VR 261	G03328	Federal	ORRI	4/1/1976		Fieldwood En	6.3%	TERMIN	[46]
VR 262	G34257	Federal	RT	10/1/201 2	5,485	Fieldwood En	75.0%	RELINQ	[4]
VR 265	G01955	Federal	RT	1/1/1970	5,000	Fieldwood En	100.0%	SOP	
VR 27	G01329	Federal	OP 2	12/1/196 2	1,902	Apache Shelf	100.0%	TERMIN	
VR 27	G01329	Federal	OP 1	12/1/196	1,902	Apache Shelf	25.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes ²¹
				6					
WD 95	G01497	Federal	OP 2	12/1/196 6	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	RT	12/1/196 6	3,665	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	OP 2	12/1/196 6	3,665	GOM Shelf	37.5%	PROD	[1], [2]

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
-------------------	--------------	-------------	--------------	----------	----------	-----------	----------	------	---------	--------	------------	----------	---------------------------------

[2] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

[3] Represents each ROW in which FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; the Debtors' remaining interests in such ROW are to be abandoned.

[1] Lease carries \$0 liability.

[2] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

[3] Represents each ROW in which FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; the Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142	
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268	
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440	
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050	
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440	
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	[3]
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115	[3]
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332	
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332	
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112	
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040	
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040	
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503	
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[3 4]
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	[3]
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052	
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443	
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12"SSTI	6	OIL	Out of Service	G13702	G01220	

[4] Represents each ROW in which (i) FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; and (ii) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622	
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752	
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752	
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G29057	00423	
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[3 4]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[3 4]
-	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736	
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	[3]
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002	
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175	[2]
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173	
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	[3]
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	[3]
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	[3]
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199	
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199	
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	[3]
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730	
16077	Fieldwood Energy,	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
	LLC												
18789	Fieldwood Energy LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156	
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968	
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193	
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213	
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126	
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827	
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[4]
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925	
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924	
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284	
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592	[2]
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456	
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182	
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181	
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320	
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	[3]
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182	
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181	
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786	
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181	
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320	
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614	
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051	
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614	
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610	
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	[3]
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	[3]
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	[3]
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998	
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919	
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[34]
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551	
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039	
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917	
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917	
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941	
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941	
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614	
11544	Fieldwood Energy,	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
	LLC												
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	[3]
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917	
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775	
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[34]
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000	[2]
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646	
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613	
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646	
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612	
13462	Fieldwood Energy LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612	
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000	[2]
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956	
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646	
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055	
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827	
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933	[34]
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930	
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930	
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580	
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096	
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[34]

FWE I RUE

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note ⁴
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002	
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002	
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004	[1]
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC			
SM	268	A	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	SM 257 001, SM 269 B017, B019, F001, SM 280 G001, G002, H001, B, F, SM 280 G, H, I, SM 281 C010, C014, C015, C020, C023, C024, C025, C026, C028, E005, E011, I001, I003, C & E	[2]
SM	268	A-PRD	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	Production from SM 268 A RUE	[2]
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003	

- [1] RUE services a lease to be co-owned by FWE I and the Credit Bid Purchaser (for SM 149) plus a lease going just to FWE I. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.
- [2] RUE services leases included on both FWE I and Abandoned Properties schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

Exhibit E

**Blackline of Leases, Rights of Way and Rights of Use and Easement Related to
FWE III Oil & Gas Lease Interests**

Leases Related to FWE III Oil & Gas Lease Interests^{+*}

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ^{2†}
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	100.0 ¹⁰ %	TERMIN	[1]
BS 41	G21142	Federal	Contractua l	5/1/1999	4,995	Fieldwood En Off	25.0 ²⁵ %	TERMIN	[1]
EC 257	G21580	Federal	OP 1	7/1/2000	5,000	Fieldwood En Off	100.0 %	TERMIN	
GA 241	G01772	Federal	OP 1	7/1/1968	1,440	Fieldwood En Off	100.0 %	TERMIN	
GA 241	G01773	Federal	RT	7/1/1968	1,440	Fieldwood En Off	100.0 %	TERMIN	
GA 255	G01777	Federal	RT	7/1/1968	5,760	Fieldwood En Off	100.0 %	TERMIN	
GI 83	G03793	Federal	RT	6/1/1978	5,000	Fieldwood En Off	100.0 %	TERMIN	
HI A-446	G02359	Federal	RT	8/1/1973	5,760	Bandon O&G	100.0 %	TERMIN	
HI A-447	G02360	Federal	RT	8/1/1973	5,760	Bandon O&G	100.0 %	TERMIN	
MP 154	G10902	Federal	RT	7/1/1989	4,995	Fieldwood En Off	100.0 %	TERMIN	

^{+*} The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which Fieldwood III is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule, FWE III is to obtain all of the Debtors' right, title and interest in such leases.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest

Legend: CONT – Contractual; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; RT - Record Title

WEIL\97879238\2\46327-0005

MP 112	G09707	Federal	RT	6/1/1988	4,995	Fieldwood En Off	100.0 %	RELINQ	
SM 39	G16320	Federal	RT	7/1/1996	5,000	Fieldwood En Off	50.0 %	PROD	
ST 242	G23933	Federal	RT	6/1/2002	5,000	Fieldwood En Off	60.0 %	TERMIN	
VR 314	G05438	Federal	OP 2	7/1/1983	5,000	Fieldwood En Off	50.0 %	PROD	
VR 315	G04215	Federal	OP 1	1/1/1980	5,000	Dynamic Off Res	50.0 %	TERMIN	
VR 332	G09514	Federal	OP 1	7/1/1988	5,000	Fieldwood En	67.0 %	PROD	[1]
VR 332	G09514	Federal	RT	7/1/1988	5,000	Fieldwood En	100.0 %	PROD	[1]
VR 333	G14417	Federal	RT	7/1/1994	4,201	Fieldwood En Off	67.0 %	TERMIN	
VK 113	G16535	Federal	RT	6/1/1996	5,760	Fieldwood En Off	100.0 %	TERMIN	
VK 251	G10930	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100.0 %	UNIT	[1]
VK 340	G10933	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100.0 %	UNIT	[1]
WC 100	G22510	Federal	RT	7/1/2001	5,000	Fieldwood En Off	100.0 %	RELINQ	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	50.0 %	TERMIN	[1]

FWE III RUE

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note ⁺ 3 =
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004	=
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002	=
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006	=
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE	=
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A	[1]

[1] RUE services lease included on both FWE I and FWE III schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

Exhibit F

**Blackline of Leases, Rights of Way and Rights of Use and Easement Related to
Abandoned Properties**

Leases Related to Abandoned Properties^{1*}

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100.0%	TERMIN	
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	87.531 25%	PROD	[46] [7]
BA A-105	G01757	Federal	RT B	7/1/1968	5,760	Fieldwood En	100.0%	PROD	[1]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1]
EB 158	G02645	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66.0%	PROD	-
EB 159	G02646	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66.0%	PROD	-

^{1*} = The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[46] below), all of the Debtors' right, title and interest in such leases are to be abandoned. For each lease on this schedule, see the BOEM's Serial Register Page to identify the Debtors' interests; this schedule identifies each separate interest of the Debtors that carries any assets or liabilities, but does not necessarily identify each separate interest of the Debtors in each such lease.
- [2] Fieldwood Energy Offshore's record title solely as to the NE/4 of the block and its interest in the operating rights are to be abandoned; its remaining record title and its overriding royalty interests are to be acquired by the Credit Bid Purchaser.
- [3] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [4] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.
- [5] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Chevron).
- [6] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interests acquired by FWE from both Apache and Chevron).
- [7] All of the rights of Chevron are reserved with respect to this interest pending further diligence.

Key: RT = Record Title; OP = Operating Rights; ORRI = Overriding Royalty Interest; CONT = Contractual; OPRTS = Operating Rights; WI = Working Interest

Legend: CONT - Contractual; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 11 - Operating Rights 11; OP 13 - Operating Rights 13; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; RT C - Record Title C; WI - Working Interest

WEIL\97879237\2\45327.0005

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100.0 <u>67</u> %	PROD	[5]
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	100.0 <u>67</u> %	PROD	[5]
EB 165	G06280	Federal	RT	10/1/1983	5,760	Fieldwood SD Off	100.0%	UNIT	
EB 209	G07397	Federal	RT	9/1/1984	5,760	Fieldwood SD Off	100.0%	UNIT	
EC 330	G03540	Federal	OP 1	8/1/1977	5,000	Fieldwood En Off	50.0 <u>50</u> %	TERMIN	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	92.8 <u>40</u> %	TERMIN	[5]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	92.8 <u>40</u> %	TERMIN	[5]
EC 332	G09478	Federal	RT	5/1/1988	5,000	Fieldwood En Off	88.0%	TERMIN	-
EC 332	G09478	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	88.0%	TERMIN	-
EC 349	G14385	Federal	OP 1	5/1/1994	5,000	W & T Off	25.0 <u>25</u> %	PROD	
EC 350	G15157	Federal	OP 1	9/1/1995	5,000	W & T Off	25.0 <u>25</u> %	TERMIN	
EC 356	G13592	Federal	RT	9/1/1992	5,000	W & T Off	25.0 <u>25</u> %	RELINQ	
EC 371	G02267	Federal	CONT	2/1/1973	5,000	Talos ERT	25.0 <u>25</u> %	TERMIN	
EI 100	796	Federal	Contractual	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
EI 175	438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	25.0 <u>25</u> %	PROD	[1]
EI 307	G02110	Federal	RT	2/1/1971	2,500	Fieldwood En Off	25.0 <u>25</u> %	TERMIN	[1]
EI 311	G27918	Federal	RT	7/1/2006	5,000	Dynamic Off Res	60.0 <u>60</u> %	TERMIN	
EI 312	G22679	Federal	OP 1	6/1/2001	5,000	Fieldwood En	60.0 <u>60</u> %	TERMIN	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
EI 32	00196	Federal	OP 1	11/26/1946	5,000	Cox Op	23.7 <u>24</u> %	PROD	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	17.0 <u>17</u> %	UNIT	[1]
EI 342	G02319	Federal	RT-A	2/1/1973	5,000	Fieldwood En	50.0 %	TERMIN	[1]
EI 53	00479	Federal	OP 1	12/1/1954	5,000	Fieldwood En	11.1 <u>11</u> %	PROD	[1]
EI 63	00425	Federal	RT	12/1/1954	5,000	Fieldwood En Off	100.0%	TERMIN	
EW 782	G05793	Federal	CONT	7/1/1983	1,093	Fieldwood En	100.0%	TERMIN	[1]
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33.0 <u>33</u> %	TERMIN	[1]
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	16.7 <u>17</u> %	PROD	[1]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	33.0 <u>33</u> %	PROD	[1]
GA A-155	G30654	Federal	RT	10/1/2006	5,760	Peregrine O&G	10.8 <u>11</u> %	TERMIN	
GC 157	G24154	Federal	RT	6/1/2002	5,760	LLOG Exp Off	15.0 <u>15</u> %	TERMIN	
GC 201	G12210	Federal	OP	5/1/1990	5,760	LLOG Exp Off	15.0 <u>15</u> %	UNIT	
GC 201	G12210	Federal	RT <u>NE4</u>	5/1/1990	5,760	Fieldwood En Off; LLOG Exp Off	100.0%	UNIT	[2]
GC 245	G05916	Federal	CONT	7/1/1983	5,760	Fieldwood En Off	100.0%	TERMIN	
GC 64	G07005	Federal	CONT	6/1/1984	5,760	Fieldwood En Off	49.0 <u>49</u> %	RELINQ	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	40.0 <u>40</u> %	PROD	[1]
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	49.6 <u>50</u> %	PROD	[1]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	55.4 <u>55</u> %	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6 <u>28</u> %	PROD	[1]
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	12.0 <u>12</u> %	TERMIN	[1]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	12.0 <u>12</u> %	TERMIN	[1]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	12.0 <u>12</u> %	TERMIN	[1]
HI A-531	G02696	Federal	OP 1	7/1/1974	5,760	Fieldwood En Off	75.0 <u>75</u> %	TERMIN	
HI A-550	G04081	Federal	RT	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	-
HI A-550	G04081	Federal	OP 1	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	-
HI A-550	G04081	Federal	OP 2	10/1/1979	5,760	Fieldwood En Off	100.0%	PROD	-
HI A-563	G02388	Federal	OP 1	8/1/1973	5,760	Cox Op	2.0 <u>2</u> %	PROD	
HI A-564	G02389	Federal	OP 1	8/1/1973	5,760	Cox Op	2.0 <u>2</u> %	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Fieldwood En	24.1 <u>24</u> %	TERMIN	[1]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	27.6 <u>28</u> %	PROD	[1]
HI A-581	G18959	Federal	RT	12/1/1997	5,760	Cox Op	2.0 <u>2</u> %	TERMIN	[1]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	2.3 <u>2</u> %	PROD	[1]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6 <u>28</u> %	PROD	[1]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	27.6 <u>28</u> %	PROD	[1]
MO 861	G05062	Federal	RT	4/1/1982	5,198	Providence Res GOM 2	100.0%	TERMIN	
MO 861	G05062	Federal	OP 1	4/1/1982	5,198	Providence Res GOM 2	50.0 <u>50</u> %	TERMIN	
MP 101	G22792	Federal	RT	7/1/2001	4,995	Fieldwood En Off	77.5 <u>78</u> %	TERMIN	
MP 109	G22794	Federal	OP 1	5/1/2001	4,995	W & T Off	33.3 <u>33</u> %	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
							%		
MP 109	G22794	Federal	OP 2	5/1/2001	4,995	W & T Off	33.3 <u>33</u> %	TERMIN	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	73.8 <u>18</u> %	RELINQ	[1], [6]
PL 13	G03171	Federal	OP 3	7/1/1975	5,000	ANKOR En	2.0 <u>2</u> %	TERMIN	
SM 102	G24872	Federal	RT	5/1/2003	3,113	Fieldwood En Off	100.0%	PROD	
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50.0 <u>0</u> %	TERMIN	[1]
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50.0 <u>50</u> %	TERMIN	[1]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0 <u>0</u> %	TERMIN	[1]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50.0 <u>0</u> %	TERMIN	[1]
SM 139	G21106	Federal	OP 1	7/1/1999	5,000	Fieldwood En Off	100.0%	TERMIN	
SM 142	G01216	Federal	RT	6/1/1962	2,761	Fieldwood En Off	86.1 <u>86</u> %	TERMIN	
SM 142	G01216	Federal	OP 1	6/1/1962	2,761	Fieldwood En Off	86.1 <u>86</u> %	TERMIN	
SM 143	G01217	Federal	CONT	5/1/1962	2,738	Fieldwood En Off	16.0 <u>16</u> %	TERMIN	
SM 146	G09546	Federal	RT	7/1/1988	5,000	Dynamic Off Res	100.0%	TERMIN	
SM 147	G06693	Federal	RT	7/1/1984	5,000	Fieldwood En Off	100.0%	TERMIN	
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50.0 <u>0</u> %	RELINQ	[1]
SM 268	G02310	Federal	RT	1/1/1973	3,237	Fieldwood En	30.1 <u>30</u> %	TERMIN	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	17.7 <u>18</u> %	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	9.1 <u>9</u> %	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	0.4 <u>0</u> %	PROD	[1]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50.0 <u>50</u> %	PROD	[1]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50.0 <u>50</u> %	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
							%		
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	31.9 ³² %	PROD	[1]
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0 %	TERMIN	[1]
SM 87	G24870	Federal	RT	5/1/2003	3,077	Castex Off	100.0%	PROD	
SP 17	G02938	Federal	RT	11/1/1974	962	Fieldwood En Off	100.0%	UNIT	
SP 37	00697	Federal	OP 1	10/1/1959	2,500	Whitney O&G	44.0 ⁴⁴ %	PROD	
SP 659	G03337029 42	Federal	RT	411/1/1976 ⁴	3181,657	Fieldwood En Off	100.0%	UNIT	
SP 659	G03337029 43	Federal	OPRT	411/1/1976 ⁴	318907	Fieldwood En Off	100.0%	UNIT	
SP 59, SP 60	G02942016 08	Federal	RT	11/1/1974 ^{7/1} /1967	1,6573,510	Fieldwood En Off	100.0%	UNIT	
SP 596	G02943033 37	Federal	RT	114/1/1974 ⁶	907318	Fieldwood En Off	100.0%	UNIT	
SP 59, SP 606	G01608033 37	Federal	RTOP	74/1/1967 ⁶	3,510318	Fieldwood En Off	100.0%	UNIT	
SP 60	G02137	Federal	RT	11/1/1971	1,762	Fieldwood En Off	100.0%	UNIT	
SP 61	G01609	Federal	RT	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[3]
SP 61	G01609	Federal	OP 1	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[3]
SP 66	G01611	Federal	RT	6/1/1967	4,310	Fieldwood En Off	100.0%	UNIT	[1]
SP 67	G01612	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100.0%	UNIT	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W & T Off	3.0 ³ %	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W & T Off	3.0 ³ %	TERMIN	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W&T Off	3.0 ³ %	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W&T Off	3.0 ³ %	TERMIN	
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	33.3 %	PROD	[1]
SS 177	00590	Federal	RT	9/1/1955	5,000	W & T Off	25.0 ²⁵ %	PROD	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	1.0 ¹ %	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	20.9 <u>21</u> %	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	0.20 %	PROD	[1]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	40.0 %	UNIT	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	27.50 %	UNIT	[1], [6]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	0.3 %	UNIT	[1]
SS 207	G01523	Federal	OP	7/1/1967	5,000	Fieldwood En	0.3 %	UNIT	[1]
SS 214	00828	Federal	RT	5/1/1960	5,000	W & T Off	35.5 <u>35</u> %	PROD	
SS 214	00828	Federal	OP 1	5/1/1960	5,000	W & T Off	13.5 <u>14</u> %	PROD	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	19.7 <u>20</u> %	PROD	[1]
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	0.30 %	PROD	[1]
SS 232	G15293	Federal	RT	9/1/1995	5,000	W & T Off	33.8 <u>34</u> %	TERMIN	
SS 233	G01528	Federal	RT	7/1/1967	5,000	W & T Off	33.8 <u>34</u> %	PROD	
SS 238	G03169	Federal	RT	7/1/1975	5,000	W & T Off	34.5 <u>35</u> %	PROD	
SS 238	G03169	Federal	OP 2	7/1/1975	5,000	Peregrine O&G II	34.5 <u>35</u> %	PROD	
SS 246	G01027	Federal	OP 11	6/1/1962	5,000	Fieldwood En Off	80.7 <u>81</u> %	TERMIN	
SS 246	G01027	Federal	OP 13	6/1/1962	5,000	Fieldwood En Off	76.8 <u>77</u> %	TERMIN	
SS 247	G01028	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	89.2 <u>89</u> %	UNIT	
SS 247	G01028	Federal	RT C	6/1/1962	5,000	Fieldwood En Off	77.3 <u>77</u> %	UNIT	
SS 248	G01029	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	77.3 <u>77</u> %	UNIT	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	79.7 <u>80</u> %	UNIT	[1]
SS 249	G01030	Federal	OP 2	6/1/1962	5,000	Fieldwood En	68.8 <u>69</u> %	UNIT	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
						Off	%		
SS 252	G01529	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100.0%	PROD	
SS 252	G01529	Federal	OP 1	7/1/1967	5,000	Fieldwood En Off	100.0%	PROD	
SS 252	G01529	Federal	OP 2	7/1/1967	5,000	Fieldwood En Off	31.9 ³² %	PROD	
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 4	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 253	G01031	Federal	OP 5	6/1/1962	5,000	Fieldwood En Off	100.0%	PROD	
SS 270	G01037	Federal	RT	3/13/1962	5,000	Fieldwood En Off	89.2 ⁸⁹ %	UNIT	
SS 271	G01038	Federal	RT	3/13/1962	5,000	Fieldwood En Off	72.3 ⁷² %	UNIT	[1]
SS 271	G01038	Federal	OP	3/13/1962	5,000	Fieldwood En Off	72.3 ⁷² %	UNIT	[1]
SS 291	G02923	Federal	RT B	12/1/1974	3,750	Fieldwood En	15.4 ¹⁵ %	OPERNS	[1]
SS 300	G07760	Federal	RT	8/1/1985	5,000	W & T Off	24.3 ²⁴ %	PROD	
SS 315	G09631	Federal	RT	6/1/1988	5,000	W & T Off	25.0 ²⁵ %	PROD	
ST 169	G01253	Federal	RT	6/1/1962	4,708	Beryl O&G	100.0%	TERMIN	-
ST 195	G03593	Federal	RT	8/1/1977	5,000	Fieldwood En Off	100.0%	TERMIN	-
ST 315	G23946	Federal	RT	7/1/2002	4,458	W & T Off	50.0 ⁵⁰ %	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	40.0 ⁴⁰ %	PROD	[1]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
							%		
VK 824	G15436	Federal	CONT	9/1/1995	5,760	Fieldwood En	6.1 6%	RELINQ	
VK 826	G06888	Federal	RT	6/1/1984	5760	Fieldwood En	100.0%	TERMIN	
VK 917	G15441	Federal	OP	7/1/1995	5760	Fieldwood En	85.0 85%	PROD	
VK 962	G15445	Federal	OP 1	7/1/1995	5760	Fieldwood En	85.0 85%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	63.1 38%	TERMIN	[5]
VR 207	G19761	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	46.4 %	RELINQ	-
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	25.0 %	TERMIN	[1]
VR 261	G03328	Federal	OP 1	4/1/1976	5,429	Fieldwood En	25.0 %	TERMIN	[1]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	25.0 25%	RELINQ	[1]
VR 272	G23829	Federal	RT	6/1/2002	4,381	Fieldwood En Off	100.0%	PROD	
VR 273	G14412	Federal	OP 3	5/1/1994	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 279	G11881	Federal	OP 1	5/1/1990	5,000	Talos En Off	50.0 50%	TERMIN	
VR 313	G01172	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 313	G01172	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100.0%	TERMIN	
VR 408	G15212	Federal	CONT	7/1/1995	5,000	Fieldwood En	33.2 33%	PROD	
WC 171	G01997	Federal	RT	1/1/1971	5,000	XTO	33.5 34%	TERMIN	
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	13.8 14%	PROD	[1]
WC 485	G02220	Federal	RT	2/1/1973	5,000	Fieldwood En Off	100.0%	UNIT	
WC 498	G03520	Federal	RT	8/1/1977	5,000	Cox Op	3.7 4%	PROD	
WC 507	G02549	Federal	RT	4/1/1974	2,500	Fieldwood En	100.0%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
						Off			
WC 507	G02549	Federal	OP 1	4/1/1974	2,500	Fieldwood En Off	50.0 <u>50</u> %	UNIT	
WC 507	G10594	Federal	RT	6/1/1989	2,500	Fieldwood En Off	100.0%	UNIT	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	Fieldwood En	18.8 <u>19</u> %	PROD	[1]
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	25.0 <u>25</u> %	PROD	[1]
WC 67	G03256	Federal	CONT	9/1/1975	5,000	Fieldwood En	17.5 <u>17</u> %	TERMIN	[1]
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	75.0 <u>75</u> %	PROD	
WC 96	G23740	Federal	OP 1	5/1/2002	5,000	Talos	25.0 <u>25</u> %	UNIT	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	18.8 <u>19</u> %	PROD	[1]
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	16.0 <u>16</u> %	PROD	[1]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	16.0 <u>16</u> %	PROD	[1]
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	16.0 <u>16</u> %	PROD	[1]
WD 27	G04473	Federal	RT B	11/1/1980	5,000	Cox Op	13.8 <u>14</u> %	PROD	
WD 57, WD 79, WD 80	G01449	Federal	RT	5/1/1966	3,125	Fieldwood En Off	100.0%	UNIT	[4]
WD 63	G19839	Federal	OP 1	6/1/1998	5,000	Peregrine O&G	12.5 <u>13</u> %	RELINQ	
WD 64	G25008	Federal	RT	5/1/2003	5,000	Peregrine O&G	5.9 <u>6</u> %	TERMIN	
WD 73	G01083	Federal	OP 2	6/1/1962	5,000	Cox Op	5.9 <u>6</u> %	UNIT	
WD 74	G01084	Federal	OP 1	6/1/1962	5,000	Cox Op	5.9 <u>6</u> %	UNIT	
WD 79, WD 80	G01874	Federal	RT	12/1/1968	3,438	Fieldwood En Off	100.0%	UNIT	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
WD 80	G01989	Federal	RT	8/1/1970	1,875	Fieldwood En Off	100- 0 %	UNIT	[4]
WD 80	G02136	Federal	RT	1/1/1972	938	Fieldwood En Off	100- 0 %	UNIT	[4]
WD 85	G04895	Federal	RT	12/1/1981	2,630	Fieldwood En Off	100- 0 %	TERMIN	
WD 85	G04895	Federal	OP 1	12/1/1981	2,630	Fieldwood En Off	100- 0 %	TERMIN	
WD 86	G02934	Federal	RT	12/1/1974	2,500	SPN Res	100- 0 %	TERMIN	
WD 86	G04243	Federal	RT	1/1/1980	2,500	Fieldwood En Off	100- 0 %	TERMIN	
WD 86	G04243	Federal	OP 1	1/1/1980	2,500	Fieldwood En Off	100- 0 %	TERMIN	
WD 86	G04243	Federal	OP 2	1/1/1980	2,500	Fieldwood En Off	100- 0 %	TERMIN	
WD 86	G04243	Federal	OP 3	1/1/1980	2,500	Fieldwood En Off	100- 0 %	TERMIN	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	18.8 <u>19</u> %	PROD	[1]
SP 42	SL03011	SL- LA	WI	-	-	-	100- 0 %	SOP	
-	14519	SL - TX	WI	-	-	-	50.0 <u>50</u> %	UNIT	
-	14520	SL - TX	WI	-	-	-	50.0 <u>50</u> %	UNIT	
-	14914	SL - TX	WI	-	-	-	65.6 <u>66</u> %	UNIT	
SP 42	SL16869	SL- LA	WI	-	-	-	100- 0 %	PROD	
BS 45	SL19051	SL- LA	ORRI	8/9/2006		Southern Oil of Louisiana	0.2 <u>0</u> %	UNIT	
BS 53	SL3770	SL- LA	WI				50.0 <u>50</u> %	RELEASED	
-	SL17072	SL- LA	WI	-	-	-	37.8 <u>38</u> %	ACTIVE	
-	SL18287	SL- LA	WI	-	-	-	44.2 <u>44</u> %	-	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
-	SL19266	SL- LA	WI	-	-	-	17.3 <u>17</u> %	ACTIVE	
-	42450	SL- LA	WI	-	-	Fieldwood Onshore	62.5 <u>63</u> %	TERMINATE D	
-	490100	SL- LA	WI	-	-	SandRidge Exploration & Production	100. 0 %	SCOPING	
-	JMB Partnership	Onshore		2/6/2019			100. 0 %	-	
-	JMB Partnership	Onshore		2/25/2018			100. 0 %	-	
-	Richardson A Caffery et al	Onshore		2/1/2016			100. 0 %	-	
-	Caroline Baker Trust No 1	Onshore		1/22/2016			100. 0 %	-	
-	111650	SL-TX <u>SL - TX</u>	<u>WI</u>			Osprey Petroleum Co., Inc. <u>TR Offshore, LLC</u>	7%	ACTIVE	
-	115727	SL-TX <u>SL - TX</u>	<u>WI</u>			Osprey Petroleum Co., Inc. <u>TR Offshore, LLC</u>	100 <u>7</u> %	ACTIVE	
-	114988	SL-TX <u>SL - TX</u>	<u>WI</u>			Osprey Petroleum Co., Inc. <u>TR Offshore, LLC</u>	100 <u>7</u> %	ACTIVE	
-	19334	SL-TX <u>SL - TX</u>	WI	-	-	Elliott Oil & Gas Operating	75%	INJECTION	
-	136449	SL-TX <u>SL - TX</u>	WI	-	-	TR Offshore, LLC	7%	ACTIVE	
-	09061	SL-TX <u>SL - TX</u>	WI	-	-	Landon Browning	33%	TERMINATE D	
-	168986	SL-TX <u>SL - TX</u>	WI	-	-	Fieldwood	100%	TERMINATE	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note ²¹
		<u>TX</u>				Onshore		ⓓ	
-	189098	SL-TX <u>SL - TX</u>	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	206882	SL-TX <u>SL - TX</u>	WI	-	-	Fieldwood Onshore	100%	TERMINATE ⓓ	

Abandoned Properties ROW

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ^{1,3} ₂
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[2]
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280	
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[2]
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2]
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[2]

[1] Lease carries \$0 liability-

[2] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[2]
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792	
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[2]
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216	
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546	
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546	
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456	
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[2]
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[2]
12778	Fieldwood Energy,	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE ⁺³ ₌
	LLC												
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031	
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593	[2]
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593	[2]
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481	[2]
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760	[2]
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760	[2]
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760	[2]
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[2]
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829	
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829	
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172	
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172	
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	
18649	Fieldwood Energy, LLC	VK	826	A	VK	962	UTA	4	UBEH	Out of Service	G29151	G15441	

Exhibit G

Blackline of Plan Release Provisions

BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE “THIRD-PARTY RELEASE”), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT’S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES’ ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Initial Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

Exhibit H

Blackline of Credit Bid Purchase Agreement

PURCHASE AND SALE AGREEMENT

AMONG

FIELDWOOD ENERGY LLC

AND

ITS AFFILIATES SIGNATORY HERETO

AS SELLERS

AND

[_____]

AS BUYER

DATED

[_____] [____], 2021

[DISCLAIMER: This is a proposed form purchase agreement only, and not an offer that can be accepted. Until the authorized representatives of the Sellers and Buyer agree to and execute a definitive agreement, neither the Sellers nor Buyer has any obligation (legal or otherwise) to conclude a transaction. Unless included in a definitive agreement, communications (written or oral) shall not create any obligations whatsoever on the Sellers or Buyer and no person, including any recipient of this proposed form, may rely on them as the basis for taking or foregoing any action or opportunity or for incurring any costs. Further, this proposed form purchase agreement may be amended and/or modified in its entirety to provide for the 363 Credit Bid Transaction in the circumstances contemplated by, and subject to any consents required by, Section 5.2(c) of the Plan.]

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I PURCHASE AND SALE</u>	<u>2</u>
<u>1.1 Purchase and Sale</u>	<u>2</u>
<u>1.2 Acquired Interests; Assets</u>	<u>2</u>
<u>1.3 Excluded Assets</u>	<u>8</u>
<u>1.4 Effective Time</u>	<u>10</u>
<u>1.5 Certain Sellers</u>	<u>10</u>
<u>ARTICLE II CONSIDERATION</u>	<u>10</u>
<u>2.1 Consideration</u>	<u>10</u>
<u>2.2 Allocation of Adjusted Consideration</u>	<u>11</u>
<u>2.3 Consents to Assign</u>	<u>12</u>
<u>2.4 Governmental Approvals</u>	<u>14</u>
<u>2.5 Preferential Rights</u>	<u>15</u>
<u>2.6 [Reserved.]</u>	<u>17</u>
<u>2.7 Withholding</u>	<u>17</u>
<u>2.8 Assets Sold “As Is, Where Is”</u>	<u>17</u>
<u>2.9 Presence of Wastes, NORM, Hazardous Substances and Asbestos</u>	<u>18</u>
<u>ARTICLE III DUE DILIGENCE</u>	<u>19</u>
<u>3.1 Due Diligence</u>	<u>19</u>
<u>ARTICLE IV SELLERS’ REPRESENTATIONS</u>	<u>20</u>
<u>4.1 Organization/Qualification</u>	<u>20</u>
<u>4.2 Power and Authority</u>	<u>20</u>
<u>4.3 Non-Contravention</u>	<u>20</u>
<u>4.4 Authorization and Enforceability</u>	<u>20</u>
<u>4.5 Liability for Brokers’ Fees</u>	<u>21</u>
<u>4.6 Litigation</u>	<u>21</u>
<u>4.7 Governmental Approvals</u>	<u>21</u>
<u>4.8 Preferential Rights; Applicable Consents</u>	<u>21</u>
<u>4.9 Taxes</u>	<u>22</u>
<u>4.10 Well Status</u>	<u>23</u>
<u>4.11 Compliance with Laws; Permits</u>	<u>23</u>
<u>4.12 Environmental Matters</u>	<u>23</u>
<u>4.13 Payments</u>	<u>24</u>
<u>4.14 Material Contracts</u>	<u>24</u>
<u>4.15 Imbalances; Prepayments</u>	<u>26</u>
<u>4.16 AFEs; Cash Calls</u>	<u>26</u>
<u>4.17 Labor and Employment Matters</u>	<u>27</u>
<u>4.18 Employee Benefits</u>	<u>28</u>
<u>4.19 Non-Consent Operations</u>	<u>29</u>
<u>4.20 Suspense Funds</u>	<u>29</u>
<u>4.21 Payout Balances</u>	<u>29</u>
<u>4.22 Title to Acquired Interests</u>	<u>29</u>
<u>4.23 Insurance</u>	<u>30</u>
<u>4.24 Related Party Transactions</u>	<u>30</u>

TABLE OF CONTENTS

(continued)

	<u>Page</u>
4.25 Intellectual Property	30
4.26 Undue Influence	32
4.27 No Undisclosed Material Liabilities	32
4.28 Absence of Certain Changes	33
4.29 Equipment and Fixed Assets	33
4.30 Operatorship	33
4.31 Joint Venture	33
4.32 Plan of Merger	35
4.33 Exhibit X-1	35
<u>ARTICLE V BUYERS' REPRESENTATIONS</u>	35
5.1 Organization; Standing; Capitalization	35
5.2 Power	36 37
5.3 Non-Contravention	37
5.4 Authorization and Enforceability	37
5.5 Liability for Brokers' Fees	37
5.6 Litigation	37
5.7 Governmental and Third Person Consents	37
5.8 Financial Capability	38
5.9 Qualification	38
5.10 Bankruptcy	38
5.11 Investor Status; Investigation	38
5.12 No Other Representations	39
<u>ARTICLE VI COVENANTS AND AGREEMENTS</u>	39
6.1 Covenants and Agreements of the Sellers	39
6.2 Casualty Event	43
6.3 Press Releases	43
6.4 Solicitation; Other Offers	43
6.5 Regulatory Matters; Cooperation	44
6.6 Bankruptcy Court Matters	45 46
6.7 Assumption and Assignment of Contracts	47
6.8 Employee Matters	49
6.9 [Reserved]	52
6.10 Certain Agreements	52
6.11 Transfer Orders; Letters in Lieu	52
6.12 Taxes	52
6.13 Commercially Reasonable Efforts	53
6.14 Insurance Policies	53
6.15 Novation of Hedges	54
6.16 Qualification	54
6.17 Settlements with Governmental Authorities	54
6.18 Operator Forms	54
6.19 [Reserved]	54

EXHIBIT LIST¹

<u>Exhibit</u>	<u>Title</u>
EXHIBIT A	Leases
EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
EXHIBIT I	Form of Assignment and Assumption Agreement
EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate

¹ Note to Draft: Exhibits are subject to ongoing review and comment by Buyer and are subject to change in all respects.

PURCHASE AND SALE AGREEMENT²

This Purchase and Sale Agreement (this “**Agreement**”) is made as of [_____] [____], 2021 (the “**Execution Date**”) by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**Fieldwood**”), Fieldwood Energy Inc., a Delaware corporation, Dynamic Offshore Resources NS, LLC, a Texas limited liability company, Fieldwood Energy Offshore LLC, a Delaware limited liability company, Fieldwood Onshore LLC, a Delaware limited liability company, Fieldwood SD Offshore LLC, a Delaware limited liability company, Fieldwood Offshore LLC, a Delaware limited liability company, Bandon Oil and Gas GP, LLC, a Delaware limited liability company, Bandon Oil and Gas, LP, a Delaware limited partnership, Fieldwood Energy SP LLC, a Louisiana limited liability company, Galveston Bay Pipeline LLC, a Delaware limited liability company, and Galveston Bay Processing LLC, a Delaware limited liability company, (b) subject to Section 1.5, FW GOM Pipeline, Inc., a Delaware corporation (“**FW GOM Pipeline**”), and GOM Shelf LLC, a Delaware limited liability company (“**GOM Shelf**” and each of the other entities specified in clauses (a) and (b), a “**Seller**” and collectively the “**Sellers**”), and (c) [_____] a [Delaware limited liability company] (“**Buyer**”), and [_____] [a Delaware limited liability company and a wholly-owned subsidiary of Buyer] (“**Buyer 2**”). The Sellers, Buyer and Buyer 2 may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meanings referenced in Annex I to this Agreement.

RECITALS

A. The Sellers desire to sell, and Buyer desires to purchase, all of the Acquired Interests on the terms and subject to the conditions set forth below.

B. On August 3, 2020 and August 4, 2020, the Sellers (collectively, the “**Debtors**”) filed voluntary petitions (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended from time to time, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

C. [Buyer has provided to the Sellers at or prior to the execution of this Agreement a copy of a fully executed and effective direction letter (the “**Direction Letter**”) causing to be delivered at Closing such portion of the [**Obligations**] (as defined in the Credit Agreement) as is necessary to allow for payment of the Credit Bid and Release.]³

D. Pursuant to the Plan, and as consideration for the transactions contemplated by the Direction Letter, each holder of Allowed FLTL Secured Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of (a) on the Effective Date, the Credit Bid and Release New Equity Interests and (b) if and when

² Note to Draft: Subject to review by Administrative Agent.

³ Note to Draft: Subject to review by Administrative Agent.

issuable pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the ~~Credit Bid and Release~~ SLTL Subscription Rights.

E. Pursuant to the Plan, each holder of Allowed SLTL Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of, if and when issuable pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the SLTL Subscription Rights.

EE. Upon the terms and subject to the conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Interests pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146 of the Bankruptcy Code, and Rules 4001, 6004, 6006 and 3020 of the Federal Rules of Bankruptcy Procedure of the Bankruptcy Code (as amended from time to time, the “**Bankruptcy Rules**”).

FG. The execution and delivery of this Agreement and the Sellers’ ability to consummate the transactions contemplated by this Agreement are subject to, among other things, the Bankruptcy Court’s entry of the Confirmation Order.

AGREEMENT

In consideration of the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Buyer 2 and the Sellers agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the provisions hereof and the entry of the Confirmation Order, Buyer agrees to purchase and accept from the Sellers and the Sellers agree to sell, assign, convey, transfer and deliver, or cause to be sold, assigned conveyed, transferred and delivered to Buyer at the Closing, the Acquired Interests free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)); *provided* that Buyer and Buyer 2 may determine in their sole discretion that certain Fieldwood U.A. Interests and certain JV Interests may be acquired by Buyer 2 instead of by Buyer, in which case all references hereto to Buyer with respect to such Fieldwood U.A. Interests or JV Interests shall be understood to be to Buyer 2 instead of Buyer.

1.2 Acquired Interests; Assets. As used herein, the term “**Acquired Interests**” refers to (x) all of each Seller’s right, title and interest in, to, under or derived from the Co-Owned Assets excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties other than the Applicable Shared Asset Interests (which Applicable Shared Asset Interests shall be “Co-Owned Assets”) and (y) all of each Seller’s right, title and interest in, to, under or derived from the Other Assets. As used herein, the term “**Assets**” means the Co-Owned Assets and Other Assets, wherever located, real, personal or mixed, tangible or intangible, known or unknown, as the same shall exist as of the Closing. As used herein, the term “**Co-Owned Assets**” means the following (*provided*, that (subject to the following provisos) Buyer may, from time to time prior

ARTICLE II CONSIDERATION

2.1 Consideration.

(a) The aggregate consideration to be paid by Buyer and Buyer 2 to the Sellers with respect to the sale to Buyer and Buyer 2 of the Acquired Interests shall consist of the following (collectively, the “**Consideration**”)⁴: (1) a credit bid and equivalent release of the Sellers and any guarantors (and their respective successors and assigns) from a portion of the Claims arising under the Credit Agreement, in an aggregate amount up to the FLTL Claims Allowed Amount (as defined in the Plan) (the “**Credit Bid and Release**”)⁴, (2) the Cash Portion, (3) the GUC Warrants, ~~(as such term is defined in the Plan)~~⁴ the SLTL Warrants and ~~(45)~~ Buyer’s assumption of the Assumed Liabilities (including, for the avoidance of doubt, the Liabilities set forth in Section 11.1(o))⁵.

(b) Prior to the Closing, the Sellers and Buyer shall in good faith endeavor to agree upon the Closing Cash Amount, the Effective Date Cash Obligations and the Effective Date Cash Obligations Amount in accordance with the definitions thereof.

(c) The Parties hereby agree that, for U.S. federal income tax purposes, the assumption by Buyer of the remaining Allowed FLFO Claims (as such term is defined in the Plan) pursuant to Section 11.1(o) hereof shall be treated as if: (i) Buyer issues a debt instrument to the Sellers (“**Buyer Obligation**”) with terms that are identical (with the exception of the obligor) to the terms of the Buyer Parent Debt (defined below) as additional consideration for the Acquired Interests, (ii) the Sellers deliver the Buyer Obligation to holders of Allowed FLFO Claims (as such term is defined in the Plan) (together with the FLFO Distribution Amount (as such term is defined in the Plan)) in satisfaction of their Allowed FLFO Claims (as such term is defined in the Plan), in a transaction that constitutes a “significant modification” within the meaning of Treasury Regulations Section 1.1001-3, and (iii) Buyer Parent issues the First Lien Exit Facility (as such term is defined in the Plan) (the “**Buyer Parent Debt**”) to holders of Allowed FLFO Claims (as such term is defined in the Plan) in substitution of the Buyer Obligation, thereby assuming Buyer’s obligation with respect to the Buyer Obligation. The parties further agree that (i) the issue price, within the meaning of Section 1273 of the Code, of the Buyer Obligation is equal to the issue price of the Buyer Parent Debt and (ii) the Sellers shall take into account for U.S. federal income tax purposes any cancellation of debt consequences under the Code, resulting from or in connection with (including as a result of the application of

⁴ ~~Note to Draft: Aggregate Consideration to be at least \$1.03 billion, subject to adjustments with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).~~

⁴ Note to Draft: Credit Bid and Release to be equal to at least \$1.03 billion, less (i) the Cash Portion, (ii) the GUC Warrants, (iii) the SLTL Warrants, and (iv) the amount of the First Lien Exit Facility on the Closing Date, subject to such other adjustments as agreed with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).

⁵ Note to Draft: Sellers to be third party beneficiaries of the Direction Letter, with the right to specifically enforce the Credit Bid and Release.

[____], a [____] (“**Buyer Parent**”) and (iv) all of the issued and outstanding [membership interests] of Buyer Parent are held by [____], a [____] (“**Buyer Grandparent**”).⁶

(c) At the Closing, except as set forth on **Schedule 5.1(c)**, the authorized and issued equity interests of Buyer Grandparent (the “**Buyer Grandparent Equity Interests**”) shall consist solely of (i) the New Equity Interests; to be issued pursuant to Section 4.4(a)(i) of the Plan, (ii) the Subscription Rights (including any New Equity Interests issued in connection with the exercise thereof), (iii) Backstop Commitment Premium Equity Interests (as defined in the Plan), (iv) the GUC Warrants, (v) the SLTL Warrants and (vi) the New Money Warrants, in each case, issued pursuant to, and in accordance with, the Plan. At the Closing, all of the issued and outstanding Buyer Grandparent Equity Interests, and all of the membership interests of Buyer Parent, Buyer, Buyer 2 and Buyer Intermediate, will have been duly authorized and validly issued, and will be fully paid and nonassessable and not issued in violation of any rights of first refusal, preemptive rights or similar rights. As of the Closing Date, except as set forth in Section 5.1(b) and the first sentence of this Section 5.1(c), there are no issued and outstanding (i) securities or other similar ownership interests of any class or type of or in Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or (ii) options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, “**phantom**” equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent is or may become obligated to (A) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent, or (B) redeem, purchase or otherwise acquire any outstanding securities of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent.⁷

(d) As of immediately following the Closing, the only Liabilities of Buyer, Buyer 2, Buyer Intermediate and Buyer Parent will be: (x) liabilities under the Exit Facilities (as defined in the Plan), (y) in the case of Buyer and Buyer 2, the Assumed Liabilities and (z) Liabilities incurred in connection with this Agreement or any of the Ancillary Documents or any of the transactions contemplated hereunder or thereunder (including with respect to any surety bonds).

5.2 Power. Each of Buyer and Buyer 2 has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and perform its obligations under this Agreement and such Ancillary Documents.

5.3 Non-Contravention. Buyer’s execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not

⁶ Note to Draft:- To be confirmed prior to signing.

⁷ Note to Draft:- To be confirmed prior to signing.

submitted by or on behalf of either Party in connection with proceedings under or relating to any Antitrust Law prior to their submission.

6.6 Bankruptcy Court Matters.

(a) Qualified Bids. Subject to the terms of the Disclosure Statement Order, if one or more Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) is received by the Sellers on or before the Bid Deadline (as such term is defined in the Disclosure Statement Order), no later than three (3) Business Days after the Bid Deadline (as such term is defined in the Disclosure Statement Order), the Sellers shall file with the Bankruptcy Court a notice of receipt of such Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) and the Sellers' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Sellers determine holding an auction will maximize value to the Sellers' estate.⁹

(b) Confirmation Order. The Sellers and Buyer shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of a Confirmation Order by no later than ~~May 10, 2021~~ the Confirmation Outside Date. The Confirmation Order shall be in form and substance acceptable to the Sellers and Buyer. The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Acquired Interests, which shall be transferred to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities and Buyer shall at Closing be required to assume the Assumed Liabilities as set forth hereunder. The Sellers and Buyer covenant and agree that if the Confirmation Order is entered, they will pursue the transactions contemplated by the Confirmation Order and in this Agreement. The Sellers shall use commercially reasonable efforts to cause the Confirmation Order to provide either that (a) the Sellers have complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with applicable Law relating to bulk sales and transfers is not necessary or appropriate under the circumstances. Buyer agrees that it will take commercially reasonable efforts to take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Confirmation Order.

(c) Reasonable Efforts. The Sellers shall use commercially reasonable efforts to (i) obtain entry of the Disclosure Statement Order, (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) (A) facilitate the solicitation, confirmation and consummation of the Plan and the transactions contemplated hereby, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

⁹ ~~Note to Draft: Under discussion with the Debtors.~~

(e) On the Closing Date, immediately following payment by Buyer of the Cash Portion, the Sellers shall pay all undisputed Cure Costs with respect to the Assigned 365 Contracts.

(f) Buyer shall provide adequate assurance of future performance of all of the Assigned 365 Contracts so that all Assigned 365 Contracts can be assumed by the Sellers and assigned to Buyer at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and Buyer acknowledges that such cooperation may require Buyer to provide reasonably necessary information regarding Buyer and its Subsidiaries, as well as a commitment of performance by Buyer and/or its Subsidiaries with respect to the Assigned 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Assigned 365 Contracts, and the Sellers' obligation to assume and assign such Assigned 365 Contracts is subject to Buyer providing such adequate assurance of future performance.

(g) Notwithstanding anything in this Agreement to the contrary, including Section 6.7(c) above, the Contracts set forth on Schedule 6.7(g) shall at all times constitute Assigned 365 Contracts and shall be assigned to Buyer at the Closing.^{+0.9}₌

(h) Notwithstanding anything to the contrary in this Agreement, no Seller (i) shall agree to, settle or compromise any dispute with respect to, the amount of Cure Costs in respect of any Assigned 365 Contract without the prior written approval of Buyer in its sole discretion or (ii) shall, without the prior written consent of Buyer in its sole discretion, reject or move to reject (A) any 365 Contracts prior to the Designation Deadline or (B) any Assigned 365 Contract (whether before or after the Designation Deadline).

(i) Notwithstanding anything in this Section 6.7 to the contrary, Buyer may not, except with the prior written consent of the Sellers, designate any 365 Contract as an Assigned 365 Contract to the extent that such 365 Contract is identified on Exhibit I-F of the Plan of Merger (except to the extent constituting Applicable Shared Asset Interests).

6.8 Employee Matters.

(a) Offers and Terms of Employment. All Seller Employees (including those on leave of absence or disability) identified by the Sellers on the updated list provided pursuant to Section 6.1(a)(vii) shall be offered employment by Buyer or its Affiliate no later than five (5) days prior to the Closing Date, in each case, such employment to be effective as of the Closing Date; *provided, however*, that neither Buyer nor any of its Affiliates shall be required to make an offer of employment to any Section 6.8 Employee unless Buyer and Seller mutually agree that Buyer shall offer employment to such Section 6.8 Employee. Each offer of employment made by Buyer or its Affiliates to a Seller Employee, as applicable, shall be effective as of the Closing Date and shall contain terms and conditions of employment substantially comparable in the aggregate to the terms and conditions of employment provided by the Sellers immediately prior

⁺⁰⁹ Note to Draft: Schedule 6.7(g) to include the McCarroll agreements and, subject to Buyer's review of Schedule 6.7(g), any agreements related to the Co-Owned Assets that are required to be conveyed in connection with the assignment of the Co-Owned Assets.

ordinary course stipulation, settlement or other agreement with any Governmental Authority (each, a “**Governmental Settlement Agreement**”) that is not in form and substance acceptable to Buyer. The Sellers shall pay all amounts due and payable under any Governmental Settlement Agreement executed by any Seller or any of its Affiliates prior to the Closing.

6.18 Operator Forms. By no later than ten (10) days after the Execution Date, the Sellers shall have sent all applicable Third Persons all designation of operator forms (Form BOEM – 1123) designating Buyer as operator (along with all corresponding OSFR forms) with respect to each Lease or portion thereof as to which any Seller is the designated operator as of the date hereof, and Sellers shall use reasonable best efforts to obtain such executed forms from such Third Persons prior to the Closing.

6.19 [Reserved].

6.20 Bonds and Insurance. To the extent required by applicable state and federal Governmental Authorities (and subject to compliance by the Sellers with their respective covenants under this Agreement) in connection with the transactions contemplated by this Agreement, as of the Closing or promptly thereafter (and in any case within ten (10) Business Days of the Closing) Buyer and/or Buyer 2, as applicable, will have the lease bonds, area-wide bonds and surety bonds or insurance policies set forth on **Schedule 6.20**, in each case to the extent required by and in accordance with the requirements of such Governmental Authorities.

6.21 [New Equity Interests. Buyer shall, ~~or shall~~ cause (a) the Credit Bid and Release New Equity Interests to be received by the Persons entitled to receipt of such interests pursuant to the Plan on the Effective Date in accordance with the Plan, and (b) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) to be received ~~by the holders of Allowed FLTL Secured Claims (as defined in the Plan)~~ on the Effective Date by the Persons entitled to receipt of such interests in accordance with the Plan ~~and (b) the Credit Bid and Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) to be received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.]~~¹¹, the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.¹⁰

6.22 Employment Agreements. Buyer shall, in good faith, negotiate the terms of an employment agreement (each, an “**Employment Agreement**”) with each of the Seller Employees identified on Schedule 6.22 from and after the date hereof. If terms of an Employment Agreement are mutually agreed between Buyer and a Seller Employee prior to Closing, then at (or immediately following) the Closing Buyer shall enter into an Employment Agreement with each such Seller Employee.

¹¹ ~~Note to Draft: Subject to review of Equity Rights Offering procedures/obligations of Buyer to issue equity upon exercise of Credit Bid and Release Rights.~~

¹⁰ Note to Draft: Subject to review of Equity Rights Offerings procedures/ERO Backstop Agreements/obligations of Buyer to issue equity upon exercise of Subscription Rights.

ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent of the Parties. The obligations of the Sellers, Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) no applicable Law shall prohibit the transactions contemplated hereby or the consummation of the Closing and no suit, action or proceeding shall be pending or threatened before any court or arbitration tribunal seeking to enjoin, restrain, prohibit or declare illegal the transactions contemplated by this Agreement;

(b) no injunction, order, decree or judgment that restrains, enjoins or prohibits the transactions contemplated in this Agreement shall be in effect;

(c) any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated;

(d) the Bankruptcy Court shall have entered the Disclosure Statement Order and the Confirmation Order and each such order shall be a Final Order;

(e) each of the conditions precedent to the Effective Date shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance therewith; and

(f) (i) the Credit Bid and Release New Equity Interests shall have been, or will be on the Effective Date, received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan and (ii) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been, or will be on the Effective Date, received by the ~~holders of Allowed FLTL Secured Claims (as defined in the Plan)~~ Persons entitled to receipt of such interests in accordance with the Plan ~~and (ii) the Credit Bid and Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.~~ the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

7.2 Sellers' Conditions Precedent. The obligation of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer and Buyer 2 set forth in this Agreement shall be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement;

(d) no Default or Event of Default (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall have occurred and be continuing;

(e) the Restructuring Support Agreement shall not have been terminated with respect to any party thereto;

(f) the conditions precedent under each of the Backstop Commitment Letters shall have been satisfied or waived;

(g) the Plan confirmed by the Confirmation Order shall be in substantially the same form and substance as the plan filed by the Debtors on [•], at Docket No. [•] in the Bankruptcy Court, as may be amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement or as otherwise consented to by or on behalf of Buyer;

(h) at least five (5) Business Days prior to the Closing Date, the Bankruptcy Court shall have approved and authorized the assumption and assignment of each material Assigned 365 Contract pursuant to Section 365 of the Bankruptcy Code through entry of an order that shall have become a Final Order and all such material Assigned 365 Contracts shall have been duly assigned to Buyer at or prior to the Closing;

(i) all Assigned 365 Contracts that require novation and are set forth on **Schedule 7.3(i)** will have been novated to Buyer;

(j) the estimated amount of Allowed Specified Administrative Expense Claims at any time are projected by the Sellers not to exceed the Toggle Amount (as defined in the Plan), or, upon the occurrence of the Toggle Date, such other amount as determined by the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter) in their sole and absolute discretion;

(k) the aggregate Allocated Values of all Acquired Interests treated as Delayed Assets pursuant to Section 2.3(b), Section 2.4 and Section 2.5, together with the aggregate Allocated Values of all Acquired Interests with respect to which a bona fide Preferential Right is validly exercised prior to the Closing, shall not be greater than \$100,000,000;

(l) all Governmental Approvals set forth on **Schedule 7.3(l)** shall have been obtained and delivered to Buyer and such Governmental Approvals shall be in full force and effect;

(m) since the Execution Date, no Material Adverse Effect (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(n) any agreements between Buyer and the Plan Administrator shall be reasonably acceptable to Buyer;

(o) Buyer shall have obtained all qualifications required to assume operatorship of the Leases operated by a Seller as of immediately prior to the Closing in all jurisdictions where such Leases are located, all of which qualifications shall be in full force and effect;

(p) the Sellers shall have delivered to Buyer a fully executed copy of the Fourth Amendment to Office Sublease;

(q) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Buyer acting in good faith; and

(r) the Sellers shall have delivered to Buyer a duly executed letter agreement, or the Bankruptcy Court shall have entered an order which shall have become a Final Order, in each case in a form reasonably acceptable to Buyer, providing that Buyer is not a “successor” or “assign” of Sellers under the NPA.

The foregoing conditions of this Section 7.3 are for the sole benefit of Buyer and Buyer 2 and may be waived by Buyer or Buyer 2, as applicable, in whole or in part, at any time and from time to time in the sole discretion of Buyer and Buyer 2. The failure by Buyer or Buyer 2 at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

ARTICLE VIII RIGHT OF TERMINATION AND ABANDONMENT

8.1 Termination. This Agreement may be terminated by written notice at any time before the Closing:

- (a) by mutual written consent of the Sellers and Buyer;
- (b) by the Sellers, on one hand, or by Buyer, on the other hand:

(i) if the Closing shall not have been consummated on or before ~~June~~ 30 July 31, 2021 (as such date may be extended by mutual written agreement of the Parties, the “**End Date**”); *provided* that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any Party (A) who is then in material breach of any of its material agreements, covenants, representations or warranties contained herein or (B) whose breach of any provision of this Agreement is the proximate cause of the failure of the Closing to be consummated before the End Date;

(ii) if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any Final Order of any Governmental Authority having competent jurisdiction;

(iii) for any reason, Buyer is unable, pursuant to Section 363(k) or Section 1123(a) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Consideration as set forth in Section 2.1 (other than the Assumed Liabilities);

(iv) the Bankruptcy Court shall have entered an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; or

(v) any of the Sellers shall have entered into any agreement with respect to any Alternative Transaction (consistent with the fiduciary duties of the officers and directors of the Sellers) or if the Bankruptcy Court shall have approved any such Alternative Transaction;

(c) by Buyer if:

(i) the Sellers shall have breached any of their representations and warranties, or shall have failed to perform or comply with any of their covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in the Sellers being unable to satisfy a condition set forth in Section 7.3 and (B) is not cured within ten (10) Business Days after Buyer notifies the Sellers of such breach or failure to perform or comply in writing; *provided*, that Buyer shall not have a right of termination pursuant to this Section 8.1(c)(i) if Buyer is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) any of the Sellers, without the prior consent of Buyer, enter into a definitive agreement with respect to the sale of any material Acquired Interests (excluding sales of Hydrocarbons in the ordinary course of business) or any interest in any of the Leases;

(iii) the Confirmation Order shall not have been entered by the Confirmation Outside Date;

(iv) the Restructuring Support Agreement shall have been terminated with respect to any party thereto; *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(c)(iv) shall not be available to Buyer if any Consenting Creditor's breach of any provision of the Restructuring Support Agreement is the proximate cause of the termination of the Restructuring Support Agreement;

(v) any Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility Credit Agreement shall have occurred and be continuing;

(vi) the Equity Rights Offerings ~~is~~are not consummated;

(vii) the Disclosure Statement Order or the Confirmation Order shall have been stayed, vacated, reversed or materially modified or amended by the

Bankruptcy Court or another court of competent jurisdiction at any time without the prior written consent of Buyer; or

(viii) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a trustee in the Bankruptcy Cases or a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of the Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered; and

(d) by the Sellers if:

(i) Buyer or Buyer 2 shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in Buyer or Buyer 2, as applicable, being unable to satisfy a condition set forth in Section 7.2 and (B) is not be cured within ten (10) Business Days after the Sellers notify Buyer of such breach or failure to perform or comply in writing; *provided*, that the Sellers shall not have a right of termination pursuant to this Section 8.1(d)(i) if any Seller is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) Any of the Backstop Commitment Letters is terminated and Buyer has not, within thirty (30) days following the termination of ~~the~~such Backstop Commitment Letter, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to that provided by ~~the~~such Backstop Commitment Letter (as of the date hereof) and otherwise in form and substance reasonably acceptable to Sellers; or

(iii) the Equity Rights Offerings ~~is~~are not consummated and Buyer has not, within thirty (30) days following the failure of the Equity Rights Offerings to be consummated, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to the amount that would have been provided by the Equity Rights Offerings and otherwise in form and substance reasonably acceptable to Sellers.

Each termination trigger set forth in this Section 8.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such termination trigger. If more than one of the termination triggers set forth in this Section 8.1 are applicable, the applicable Party shall have the right to choose the termination trigger pursuant to which this Agreement is to be terminated. Any Party desiring to terminate this Agreement pursuant to this Section 8.1 shall give written notice of such termination to the other Party.

8.2 Remedies. In the event of termination of this Agreement by Buyer or the Sellers pursuant to this Article VIII, this Agreement shall become null and void and have no effect and

the Closing Date, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(e) Buyer shall deliver to the Sellers a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each of Buyer and Buyer 2, certifying to the Sellers that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(f) Each Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) or Section 1446(f)(2) of the Code;

(g) Fieldwood and Buyer shall deliver to one another duly executed signature pages to the Funding Agreement;

(h) Buyer shall deliver by wire transfer of immediately available funds an amount in cash equal to the Cash Portion, to one or more accounts designated by the Sellers (which shall be designated by the Sellers at least two (2) days prior to Closing);

(i) Sellers shall pay the Cure Costs out of the Closing Cash Amount and/or the Cash Portion in accordance with an order of the Bankruptcy Court; and

(j) Buyer shall deliver to Fieldwood the GUC Warrants and the SLTL Warrants for distribution by Fieldwood pursuant to the Plan.

ARTICLE X POST-CLOSING OBLIGATIONS AND COVENANTS

10.1 Field Data and Records. Within ten (10) Business Days after the Closing, pursuant to Buyer's reasonable instructions, the Sellers shall deliver to Buyer any Field Data or Records that are not maintained in the Office Assets. Buyer shall be entitled to all original Field Data and Records. Within ten (10) Business Days after the Closing, the Sellers may make and retain, at the Sellers' expense, copies of any Field Data and Records (except to the extent prohibited by Contract where Buyer obtains the originals thereof).

10.2 Suspense Funds; Prepaid JOA Funds.

(a) To the extent that as of Closing, any Seller holds Suspense Funds or Undisbursed Revenue relating to the Acquired Interests (excluding Prepaid JOA Funds) the Sellers shall deliver to Buyer at Closing such Suspense Funds and Undisbursed Revenue and an accounting of such Suspense Funds and Undisbursed Revenue and Buyer shall from and after such time be responsible for the application of such Suspense Funds and Undisbursed Revenue under the applicable operating or other agreement governing the application of such Suspense Funds and Undisbursed Revenue. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of any Suspense Funds (or any escheat or other Laws related thereto) as to

(d) On the date that is fifteen (15) calendar days after the end of the month in which the AR Collections Period ends, Fieldwood shall (i) deliver to Buyer a statement setting forth (A) the names of the obligor and amount of each Closing Accounts Receivable that remains uncollected, whether by cash or setoff (collectively, the “**Remaining Accounts**”); and (B) the aggregate amount of all of the Remaining Accounts receivables; and (ii) from and after the AR Collections Period, Fieldwood shall have no further obligation under this Section 10.12 to make efforts to collect the Remaining Accounts; *provided, however*, for the avoidance of doubt, if Buyer so requests, Fieldwood or its Subsidiaries may elect to collect any of the Remaining Accounts after the expiration of the AR Collections Period, and if Fieldwood so elects, Fieldwood shall pay such amounts over to Buyer, and Fieldwood shall be liable to Buyer for, and shall indemnify Buyer on a dollar-for-dollar basis for, any Remaining Accounts actually collected by Fieldwood pursuant to this Section 10.12.

(e) Each of the Sellers and Buyer acknowledges and agrees that in connection with, and from and after, the consummation of the Divisive Merger, Fieldwood’s obligations and liabilities (including indemnification obligations) under this Section 10.12 will vest in and be allocated to Fieldwood Energy I (in the case of Closing Accounts Receivable attributable to the FWE I Assets) or Fieldwood Energy III (in the case of Closing Accounts Receivable other than those attributable to the FWE I Assets).

10.13 Directors’ and Officers’ Indemnification.

(a) Buyer shall indemnify, defend and hold harmless (i) each individual Person who is, as of the Closing Date, a director, officer or manager of any Seller, ~~excluding in each case each such Person who is an Excluded Party (as such term is defined in the Plan)~~; and (ii) Matt McCarroll with respect to his service, prior to the Closing Date, as a director, officer or manager (as applicable) of the Sellers (the “**D&O Indemnified Parties**”), against any and all Losses (including, for the avoidance of doubt, reasonable attorneys’ fees, costs and other out-of-pocket expenses) arising out of or relating to any threatened or actual Claim based in whole or in part on, or arising out of or relating in whole or in part to, the fact that such individual Person is or was a director, officer or manager of one or more of the Sellers whether based upon, arising out of or relating to any act or omission actually or allegedly committed or attempted at or prior to the Closing Date and whether asserted or claimed prior to, or at or after, the Closing Date, including all Claims based in whole or in part on, or arising in whole or in part out of, or relating to this Agreement or the transactions contemplated hereby, in each case to the full extent a Seller would be permitted under applicable Law to indemnify its own directors, officers or managers (including payment of expenses in advance of the final disposition of any such action or proceeding to each D&O Indemnified Party), but only to the extent that such Losses would be indemnifiable by the Sellers pursuant to the terms of (x) the organizational documents of the Sellers or (y) any indemnification agreement between one or more Sellers, on the one hand, and the D&O Indemnified Party(ies) seeking indemnification from Buyer pursuant to this Section 10.13(a), on the other hand, set forth on Schedule 10.13(a), in each case, as such organizational documents or agreements existed on the Petition Date (the “**Existing D&O Indemnification Terms**”); *provided, however*, that Buyer’s obligation to indemnify and hold harmless the D&O Indemnified Parties pursuant to this Section 10.13(a) with respect to Losses associated with any Claim shall be reduced by the amount of any recovery actually received by the applicable D&O Indemnified Party(ies) under the Tail Policy with respect to such Claim (the “**D&O Indemnified**

of such consolidation or merger; or (ii) sells, transfers or conveys to any Person or Persons acting in concert all or substantially all of its properties and assets, or ownership of a majority of equity representing the right to control the management of Buyer, then, and in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 10.13.

(e) Each manager that is included in the D&O Indemnified Parties is identified on Schedule 10.13(e).

10.14 Rights of Use.¹² The Parties recognize that, under current BSEE policy, BSEE will recognize only a single entity as the holder of a right of use and easement (each, a “**RUE**”). The Parties agree that RUE No. OCS-G 30329 covering the South Marsh Island 132 Platform B (Complex ID 21982) shall be held by Fieldwood Energy I (upon completion of the anticipated Divisive Merger) on behalf of both itself and Buyer; the Parties agree that, as a contractual matter between themselves, Fieldwood Energy I and Buyer shall each own a one-half interest in such platform and shall each be responsible for one half of the costs and obligations (for operating, decommissioning and otherwise) relating to such platform. The Sellers and Buyer will use commercially reasonable efforts to obtain, to the extent required by BSEE, replacement Right of Use Agreements with respect to each Right of Use Agreement listed on Schedule 10.14 at, or as promptly as practicable following, the Closing. The rights of the Sellers and Buyer to use, and the obligations with respect to, any RUE listed in **Part 1** of Schedule 10.14 shall be governed by the terms of the joint operation agreements from the Lease(s) associated with such RUE.

10.15 Post-Closing Agreements. On the date of the consummation of the transactions contemplated by the Divisive Merger, each Seller shall, and shall cause its applicable Affiliates to, and Buyer shall, deliver counterparts to the TSA, the SEMS Bridging Agreement, the ST 308 Performance Bond, the Farmout Agreement, and each of the Joint Operating Agreement Amendments.

10.16 Effective Date Payments. On the Effective Date, the Sellers will pay, or cause to be paid, each of the Effective Date Cash Obligations that is to be paid on the Effective Date pursuant to the Plan to the applicable payees thereof.

ARTICLE XI ASSUMPTION AND RETENTION OF LIABILITIES

11.1 Buyer’s Assumption of Liabilities. Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed (and shall pay, perform and discharge) the following Liabilities of the Sellers, as of the Closing (collectively, the “**Assumed Liabilities**”):

¹² ~~Note to Draft: Section 10.14 is under discussion between the Parties. Any change to this Section 10.14 will require the consent of Apache.~~

“Applicable Shared Asset Interests” means, with respect to each asset described on Schedule 1.2, the portion of the Sellers’ right, title, and interest in each such asset that corresponds to the portion of the Sellers’ right, title and interest in the Co-Owned Leases, the Co-Owned Subject Units and the Co-Owned Wells (collectively, the “Co-Owned Oil and Gas Properties”), as applicable, conveyed to Buyer under this Agreement.

“AR Collections Period” is defined in Section 10.12(b).

“Assets” is defined in Section 1.2.

“Assigned 365 Contracts” is defined in Section 6.7(a).

“Assigned 365 Contracts List” is defined in Section 6.7(a).

“Assigned Contracts” means (a) the Assigned 365 Contracts and (b) all Applicable Contracts that are not 365 Contracts (other than Excluded Assets), and any and all amendments, ratifications or extensions of the foregoing.

“Assignment and Assumption Agreement” means that Assignment and Assumption Agreement to be entered into at Closing by the parties thereto, in the form attached as **Exhibit I** hereto.

“Assignment, Bill of Sale and Conveyance” means that Bill of Sale, Assignment and Assumption Agreement to be entered into at Closing by the parties thereto in the form attached as **Exhibit G** hereto for the Co-Owned Assets and in the form attached as **Exhibit H** hereto for the Other Assets.

“Assignment of Leases and Subleases” means each Assignment and Assumption of Leases and Subleases to be entered into at Closing by the parties thereto for the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease, in the form attached as **Exhibit J** hereto.

“Assumed Employee Plan” is defined in Section 4.18(a).

“Assumed Liabilities” is defined in Section 11.1.

“Avoidance Action” means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

“Backstop Commitment Letters” means the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

“Backstop Commitment ~~Letter~~ Premium Equity Interests” has the meaning set forth in the Plan.

“Balance Sheet Date” is defined in Section 4.27.

“Bankruptcy Cases” is defined in the recitals.

“Bankruptcy Code” is defined in the recitals.

“Bankruptcy Court” is defined in the recitals.

“Bankruptcy Rules” is defined in the recitals.

“BOEM” means the Bureau of Ocean Energy Management or any successor agency thereto.

“BOEM Qualifications” means the Person has received a GOM qualification number from BOEM, and is able to bid on, own and hold a lease on the Outer Continental Shelf, Gulf of Mexico region.

“BSEE” means the Bureau of Safety and Environmental Enforcement or any successor agency thereto.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in, New York, New York or Houston, Texas, are required or authorized by Law or executive order to be closed.

“Buyer” is defined in the preamble.

“Buyer 2” is defined in the preamble.

“Buyer Grandparent” is defined in Section 5.11(b).

“Buyer Grandparent Equity Interests” is defined in Section 5.1(c).

“Buyer Intermediate” is defined in Section 5.1(b).

“Buyer Obligation” is defined in Section 2.1(c).

“Buyer Parent” is defined in Section 5.1(b).

“Buyer Parent Debt” is defined in Section 2.1(c).

“Cash Portion” means an amount in cash (which amount shall not exceed the proceeds of (x) the Second Lien Exit Facility (as defined in the Plan) plus (y) the proceeds of the Equity Rights Offerings (as defined in the Plan), less (z) \$120,000,000; provided, that the amount in (z) may be reduced to an amount not less than \$100,000,000 in the sole and absolute discretion of the Buyer, equal to (a) the Effective Date Cash Obligations Amount, less (b) the Closing Cash Amount.

“Casualty Event” means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God or other similar event or occurrence that results in damage to or the

“**Co-Owned Wells**” is defined in Section 1.2(d).

“**Credit Agreement**” means that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified.

“**Credit Bid and Release**” is defined in Section 2.1(a)(1).

“**Credit Bid and Release New Equity Interests**” means the New Equity Interests being distributed to the holders of Allowed FLTL Secured Claims (as defined in the Plan) pursuant to the Plan.

~~“**Credit Bid and Release Rights**” means the Subscription Right (as defined in the Plan).~~

“**Cure Costs**” means, with respect to any given 365 Contract, all monetary liabilities, including pre-petition monetary liabilities, of the Sellers that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under such 365 Contract pursuant to Section 365 of the Bankruptcy Code in order for such 365 Contract to be assumed and assigned to Buyer (if applicable) as provided hereunder, as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Plan, Confirmation Order, or herein.

“**D&O Indemnified Liabilities**” is defined in Section 10.13(a).

“**D&O Indemnified Parties**” is defined in Section 10.13(a).

“**Data Obligations**” is defined in Section 4.25(i).

“**Debtors**” is defined in the recitals.

“**Decommissioning**” has the meaning ascribed to such term in the Decommissioning Agreement.

“**Decommissioning Agreement**” means that Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended.

“**Delayed Asset**” is defined in Section 2.3(b).

“**Designation Deadline**” is defined in Section 6.7(c).

“**DIP Facility Credit Agreement**” means that certain *Senior Secured Debtor-in-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto,

as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

“Direction Letter” is defined in the recitals.

“Disclosure Schedules” is defined in Section 12.15.

“Disclosure Statement” means the Disclosure Statement For Joint Chapter 11 Plan Of Fieldwood Energy LLC And Its Affiliated Debtors, as may be amended, modified, or supplemented from time to time in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

“Disclosure Statement Order” means an order of the Bankruptcy Court approving the Disclosure Statement.

“Divisive Merger” has the meaning set forth in the Plan.

“Divisive Merger Effective Time” means the effective time of the Divisive Merger.

“Easements” means the Co-Owned Easements and Other Easements.

“Effective Date” means the **“Effective Date”** of the Plan.

“Effective Date Cash Obligations” means the Sellers’ obligations under the Confirmation Order, the Plan, the Plan of Merger and the transactions contemplated thereby and this Agreement, including, without limitation, collectively: (i) the DIP Claims (as defined in the Plan) and related fees and expenses as provided in Section 2.4 of the Plan, (ii) the FLFO Distribution Amount (as defined in the Plan), (iii) the Professional Fee Escrow Amount (as defined in the Plan), (iv) the Restructuring Expenses (as defined in the Plan), (v) any Allowed Postpetition Hedge Claims, (vi) any Cure Amounts (as defined in the Plan), (vii) any Allowed Administrative Expense Claims (as defined in the Plan) not otherwise included in the other subsections of this definition, (viii) any Allowed Priority Tax Claims (as defined in the Plan), (ix) any Allowed Priority Non-Tax Claims (as defined in the Plan), (x) any Allowed Other Secured Claims (as defined in the Plan), (xi) the Plan Administrator Expense Reserve Amount (as defined in the Plan), (xii) the FWE I Cash Amount (as defined in the Plan of Merger), (xiii) an amount for the initial capitalization of Fieldwood Energy III as determined by the Sellers and the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter), (xiv) any cash distributions to holders of Allowed Unsecured Trade Claims (as defined in the Plan), (xv) any other amounts as agreed between the Sellers and the Required DIP Lenders (as defined in the Plan) and the Requisite FLTL Lenders (as defined in the Plan), (xvi) amounts due or to become due after the Closing pursuant to any Governmental Settlement Agreement and (xvii) the amounts of any Claims asserted prior to the Closing with respect to facts and circumstances existing prior to the Closing (except to the extent such amounts constitute general unsecured claims of the Sellers), including, but not limited to, (1) Claims for personal injury or damage to third party property (but with respect to such Claims that are covered by insurance policies, including for the avoidance of doubt, such Claims for personal injury or damage to third party property; only to the extent of the applicable deductible or retention amount under the applicable insurance policies covering such Claims) and (2) fines and penalties related thereto

such Claims, including Claims described in the preceding clause (1) (except to the extent such Claims or related Liabilities (x) constitute Assumed Liabilities or (y) are satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order), in each case of clauses (i) through (xvii) solely to the extent not paid by the Sellers prior to Closing.

“Effective Date Cash Obligations Amount” means the amount of cash necessary to satisfy the Effective Date Cash Obligations, as determined in good faith by the Sellers and Buyer.

“Effective Time” is defined in Section 1.4.

“Employee List” is defined in Section 4.17(a).

“Employee Plan” is defined in Section 4.18(a).

“Employee Severance” is defined in Section 6.8(c).

“Employment Agreements” is defined in Section 6.22.

“Encumbrance” means any encumbrance, license, right of first refusal, mortgage, deed of trust, pledge, security interest, lien, privilege, charge of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, conditional sale or title retention agreement, lease or sublease in the nature thereof or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

“End Date” is defined in Section 8.1(b)(i).

“Environmental Contaminants” means “hazardous substances” and “pollutants or contaminants” as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), petroleum, including any fraction thereof, any “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act and any industrial or oil and gas wastes regulated by applicable rules of any relevant Governmental Authority. The term also includes NORM concentrated, disposed of, released from or present on any Field Assets or resulting from or in association with Hydrocarbon activities on any Field Assets.

“Environmental Law” means all applicable Laws (including the CERCLA, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990 and such other applicable Laws relating to the Release, management or disposal of Environmental Contaminants including oilfield waste, in each case as amended from time to time) relating to the protection of the environment or protection of human health (to the extent relating to exposure to Environmental Contaminants).

“Equity Rights Offerings” has the meaning set forth in the Plan.

“**Equity Rights Offering New Equity Interests**” means the New Equity Interests issuable upon exercise of the ~~Credit Bid and Release~~ FLTL Subscription Rights and SLTL Subscription Rights in accordance with the Plan.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**” is defined in Section 4.18(a).

“**Excluded Assets**” is defined in Section 1.3.

“**Excluded Contracts**” is defined in Section 6.7(c).

“**Excluded Prepaid JOA Funds**” means any funds received by the Sellers (in their capacity as operator of any Excluded Assets) on account of working interest owners in Excluded Assets as prepayments for items under operating or other agreements.

“**Excluded Suspense Funds**” means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

“**Excluded Undisbursed Revenue**” means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

“**Execution Date**” is defined in the preamble.

“**Existing D&O Indemnification Terms**” is defined in Section 10.13(a).

“**Farmout Agreement**” means that Farmout Agreement by and among Fieldwood Energy I, GOM Shelf and Buyer, in the form attached hereto as **Exhibit T**.

“**FCPA**” is defined in Section 4.26.

“**Field Assets**” means the Leases, Subject Units, Easements, Wells and Inventory.

“**Field Data**” means the Co-Owned Field Data and Other Field Data.

“**Fieldwood**” is defined in the preamble.

“**Fieldwood Energy I**” means a Texas limited liability company to be formed pursuant to the Plan of Merger under the name Fieldwood Energy I LLC (or such other name as may be substituted therefor in the final, as filed version of the Plan of Merger).

“**Fieldwood Energy I Closing Accounts Payable**” means, whether classified on the books and records of the Sellers as an account payable or otherwise, expenses of the Sellers incurred by any Seller as of the Effective Time but not yet paid as of the Effective Time and

(vii) P&A Obligations and Decommissioning expenses; and

(viii) obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order.

“Fieldwood Energy I Closing Accounts Receivable” means all accounts, notes and other receivables of the Sellers attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties as of the Effective Time, including all accounts, notes and other receivables attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to or as of the Effective Time and joint interest billing receivables for expenses paid by the Sellers as of the Effective Time or for which a payable is included in the Fieldwood Energy I Closing Accounts Payable; *provided* “Fieldwood Energy I Closing Accounts Receivable” shall exclude the Specified Excluded Receivables.

“Fieldwood Energy III” means Fieldwood Energy III LLC, a Texas limited liability company.

“Fieldwood Mexico” means Fieldwood Mexico B.V., a Dutch private company.

“Fieldwood U.A.” means Fieldwood Coöperatief U.A.

“Fieldwood U.A. Interests” is defined in Section 1.2(nn).

“Final Allocation” is defined in Section 2.2.

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

“Financial Statements” means (a) the consolidated quarterly financial statements (unaudited) of Sellers for the fiscal quarter ended September 30, 2020 and the elapsed portion of the fiscal year then ended and (b) the consolidated annual financial statements of Sellers for the year ended December 31, 2019.

“FLTLERO Backstop Agreement” has the meaning set forth in the Plan.

“FLTL Subscription Rights” means the “FLTL Subscription Rights” as defined in the Plan.

disregarded to the extent that it has had a disproportionate effect on the Acquired Interests relative to similar oil and gas assets in the Gulf of Mexico held by other participants in the industries in which the Acquired Interests are operated.

“**Material Contract**” is defined in Section 4.14(a).

“**Mexico JV**” is defined in Section 1.2(nn).

“**Net Revenue Interest**” means, with respect to each Lease and Scheduled Well, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well, after giving effect to all valid Lease Burdens, carried interests, reversionary interests and other similar interests constituting burdens upon, measured by or payable out of Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well.

“**New Equity Interests**” has the meaning set forth in the Plan.

“**New Money Warrants**” has the meaning set forth in the Plan.

“**Non-Recourse Party**” is defined in Section 12.14.

“**Non-Transferred Asset**” is defined in Section 10.3(b).

“**NORM**” means naturally occurring radioactive material.

“**Notice**” is defined in Section 12.2.

“**NPA**” means that certain Non-Prosecution Agreement dated as of February 9, 2021, entered into between Fieldwood and the United States Attorney’s Office for the Eastern District of Louisiana.

“**Office Assets**” is defined in Section 1.2(dd).

“**Office Assets Conveyance**” means that Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the parties thereto, in the form attached as **Exhibit K** hereto.

“**Office Sublease**” means that certain Sublease Agreement, dated as of September 30, 2013, between Apache Corporation, as sublessor, and Fieldwood, as sublessee, for space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston, Texas, as amended by (i) First Amendment to Sublease Agreement, dated as of January 2, 2014, (ii) Second Amendment to Sublease Agreement, dated as of September 7, 2017, (iii) Third Amendment to Sublease Agreement, dated as of May 28, 2018, and (iv) Fourth Amendment to Sublease, dated as of _____, 2020 (the “**Fourth Amendment to Office Sublease**”).

“**Organizational Documents**” is defined in Section 4.31(b).

“**OSFR**” means Oil Spill Financial Responsibility.

“Property-Related Taxes” means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits and assessments, or increases therein, and any interest or penalties thereon.

“Records” means the Co-Owned Records and Other Records.

“Release” means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership or operation of, the Acquired Interests.

“Release Document” means a Credit Bid and Release Agreement in the form attached hereto as **Exhibit S**.

“Remaining Accounts” is defined in Section 10.12(d).

“Representatives” means, with respect to a Person, the directors, managers, shareholders, members, partners, officers, employees, consultants, advisors, agents or other representatives, including legal counsel, accountants, investment bankers and financial advisors of (i) such Person, (ii) such Person’s Affiliates, (iii) the successors and assigns of such Person and (iv) the successors and assigns of such Person’s Affiliates.

“Required Consent” is defined in Section 2.3(b).

“Restructuring Support Agreement” means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Fieldwood, certain of its affiliates specified therein, the Consenting Creditors, and Apache Corporation, as the same may be amended, restated, or otherwise modified in accordance with its terms.

“Retained Liabilities” is defined in Section 11.2.

“Royalties” means all minimum royalties, shut-in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, or the proceeds thereof to third parties.

“RUE” is defined in Section 10.14.

“Section 6.8 Employee” means each of those employees of Sellers specified on **[insert reference to email of counsel]**.

“Scheduled Wells” means the Co-Owned Scheduled Wells and Other Scheduled Wells.

“Second Lien Backstop Commitment Letter” has the meaning set forth in the Plan.

“***Seller***” and “***Sellers***” is defined in the preamble.

“***Seller Employees***” is defined in Section 4.17(a).

“***Seller Indemnified Parties***” is defined in Section 13.2.

“***Seller IT Assets***” means any and all computers, networks, systems, printers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and all associated documentation, owned or purported to be owned by any Seller.

“***Seller Marks***” mean Trademarks owned by any Seller, including “Fieldwood,” and any variations thereof.

“***Seller Related Parties***” is defined in Section 4.24.

“***SEMS Bridging Agreement***” means that Bridging Agreement by and among Buyer, Fieldwood Energy I and GOM Shelf, in the form attached hereto as **Exhibit Q**.

“***SLTL ERO Backstop Agreement***” has the meaning set forth in the Plan.

“***SLTL Subscription Rights***” has the meaning set forth in the Plan.

“***SLTL Warrants***” has the meaning set forth in the Plan.

“***Specified Excluded Receivables***” means each of the following:

(a) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities and insurance policies, in each case to the extent relating to the FWE I Assets and surety bonds, all OSFR coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of the Sellers, in each case to the extent for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties or GOM Shelf, including the P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on **Exhibit U**;

(b) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding any accounts, notes or other receivables attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or of GOM Shelf); *provided*, that nothing in this clause (b) shall be interpreted to limit the scope of Fieldwood Energy I Closing Accounts Receivable;

(c) claims of indemnity, contribution, or reimbursement of the Sellers or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf;

(d) receivables of the Sellers for imbalances attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(e) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of the Sellers attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(f) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, to the extent such cash amounts are associated with FWE I Obligations; and

(g) rights to receive and collect cash and advance payments, in each case pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to the extent such cash and advance payments are associated with FWE I Obligations.

“Specified Oil and Gas Interests” means the assets listed on **Exhibit Y**.

“Specified P&A Equipment” means the equipment listed on **Exhibit Z**.

“Specified Section 6.10 Contract(s)” means those certain contracts and/or agreements specified on **[insert reference to email of counsel]**.

“ST 308 Performance Bond” means that ST 308 Performance Bond to be entered into by and among Buyer, Apache Corporation and the surety named therein, a form of which is attached as **Exhibit R** hereto.

“Straddle Period” means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

“Subject Unit Agreement” means the Co-Owned Subject Unit Agreements and Other Subject Unit Agreements.

“Subject Units” means the Co-Owned Subject Units and Other Subject Units.

“Subscription Rights” has the meaning set forth in the Plan.

“Subsidiary” means, with respect to any Person, any entity of which such first Person (either alone or through or together with any other Person pursuant to any contract) (a) owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity or other persons performing similar functions or (b) acts as the managing member or general partner of such other Person that is a partnership, limited liability company, joint venture or other entity.

“Suspense Funds” means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any

Exhibit I

Apache Implementation Agreement

First Amended Apache Term Sheet Implementation Agreement

This FIRST AMENDED IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

RECITALS

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11

relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately ~~\$5,000,000~~1,514,236.00 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement¹ (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as

¹ Specifically, per the terms of the Decommissioning Agreement (each capitalized term used herein without definition is as defined in the Decommissioning Agreement), FWE’s Required Spend for decommissioning the Legacy Apache Properties for Plan Year 2020 was \$80,000,000.00. According to FWE’s records, only approximately \$31,730,441.00 was spent by FWE in Plan Year 2020 on such decommissioning obligations, creating a shortfall of the Required Spend of approximately \$48,269,559 (the “2020 Shortfall”). Upon Apache’s information and belief, FWE has not funded the 2020 Shortfall into Trust A, as required pursuant to the terms of the Decommissioning Agreement. Accordingly, one of the Decommissioning Claims Apache asserts it holds against FWE is for the 2020 Shortfall.

defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (as amended,² the “**RSA**”), was entered into by and among (i) the Company⁺³ (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the “**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things:

(i) negotiate in good faith the definitive documents implementing the transactions contemplated

² Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including members of the ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of SLTL Advisors (each as defined in the Plan (as defined below)).

⁺³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

(i) FWE shall pay up to \$~~4~~5.5 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache’s breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE’s assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC (“**FWE III**”), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the “**Divisive Merger**”), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the “**Consent Rights**”)

in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the “**Implementation Costs**”). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) ~~On~~Upon the Effective Date of the Plan, the Decommissioning Agreement shall be assumed, with the consent of the Apache PSA Parties, by the Fieldwood PSA Parties. ~~The Apache PSA Parties shall consent to such assumption and, upon such assumption, waive any claim for cure or compensation relating to any~~ and, upon consummation of the transactions provided for in the Plan of Merger, become the obligation of FWE I. Any Cure Amounts payable as a result of assumption of the Decommissioning Agreement, which amount will be mutually agreed between the Parties prior to confirmation of the Plan and scheduled as a Cure

Amount, shall include any amounts relating to the Apache Claims (including the Apache Trust A Claims and the Decommissioning Claims) and shall be paid into Trust A on the Effective Date or as soon as reasonably practicable thereafter but in no event later than ten (10) business days following the Effective Date. Payment of any mutually agreed Cure Amount as a result of assumption of the Decommissioning Agreement does not constitute an admission by any Party that a default ~~that may~~ exists or existed at any time under the Decommissioning Agreement ~~at the time of assumption.~~

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the "**Decommissioning Security**") will be preserved.

STANDBY LOAN AGREEMENT

dated as of

_____, 2020¹

between

FIELDWOOD ENERGY I LLC,
and
GOM SHELF LLC

as Borrowers,

and

APACHE CORPORATION,

as Lender

STANDBY LOAN AGREEMENT

STANDBY LOAN AGREEMENT dated as of _____, 2020⁰¹ (as it may be amended, supplemented or otherwise modified from time to time, this “Agreement”), among FIELDWOOD ENERGY I LLC, a Texas limited liability company (“Fieldwood”), GOM SHELF LLC, a Delaware limited liability company (“GOM”, together with Fieldwood, the “Borrowers”) and APACHE CORPORATION, a Delaware corporation, as Lender.

The parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the specified Person. For the avoidance of doubt, no Co-Borrower shall constitute an Affiliate of Lender nor shall Lender constitute an Affiliate of any Co-Borrower.

“Anti-Corruption Laws” means all state or federal laws, rules, and regulations of any jurisdiction applicable to the Borrowers from time to time concerning or relating to bribery or corruption.

“Apache Bond Rate” means the stated per annum rate of interest charged on the debt securities most recently issued under an indenture of Apache Corporation or successor thereto as of the date immediately preceding each Borrowing Request, and if two series of such debt securities are issued on the same day, the stated per annum rate of interest on the series with a tenor most comparable to the remaining tenor hereof.

“Availability Period” means the period from and including the Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitment.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute.

“BOC” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“Borrower Guarantee” means each certain Guarantee, dated as of the date hereof, by each Co-Borrower of the other Borrower’s Secured Obligations for the benefit of the Lender, as each such Guarantee may be amended, restated, supplemented, or otherwise modified from time to time.

“Borrowing Request” means a request by any Co-Borrower for a Loan in accordance with Section 2.03.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in Houston, Texas are authorized or required by law to remain closed.

“Change in Control” means _____¹ shall cease to own, free and clear of all Liens or other encumbrances, 100% of the outstanding voting Equity Interests of Fieldwood and indirectly through Fieldwood, 100% of the outstanding voting Equity Interests of GOM Shelf, in each case, on a fully diluted basis.

“Change in Law” means the occurrence after the date of this Agreement of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty or (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority.

“Co-Borrower” means any one of the Borrowers.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all property owned by any Co-Borrower, whether now existing or hereafter acquired, that may at any time be, become or intended to be, subject to a security interest or Lien in favor of the Lender, on behalf of the Secured Parties, to secure the Secured Obligations.

“Collateral Documents” means, collectively, the Mortgages, the Security Agreement, the Deposit Account Control Agreement, and any other agreements, instruments, and documents executed and delivered by the Borrowers in connection with this Agreement that are intended to create, perfect or evidence Liens to secure the Secured Obligations, including, without limitation, all other security agreements, pledge agreements, mortgages, deeds of trust, pledges, collateral assignments, and financing statements, now or hereafter executed by the Borrowers and delivered to the Lender.

“Commitment” means the commitment of the Lender to make Loans hereunder in an aggregate principal amount at any time outstanding up to \$200,000,000, as such amount may be increased pursuant to Section 2.01(b).

“Compliance Certificate” has the meaning assigned to such term in Section 5.01(c).

“Confirmation Order” means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, which, if and to the extent such confirmation order directly affects the Lender in its capacity as such or pertains to any of the Loan Documents or other Apache Definitive Documents (as defined in that certain Apache Term Sheet Implementation Agreement, dated ~~October~~ January 1, 2020~~1~~, by and among Borrowers,

¹ To be completed in a manner mutually agreeable to all parties as a condition to Apache’s execution.

Lender, Apache Shelf, Inc., and Apache Deep Water LLC), shall be in form and substance reasonably acceptable to the Lender.

“Consolidated EBITDA” means for the Borrowers, for any period, the sum of (a) Consolidated Net Income for such period, plus (b) without duplication and to the extent deducted in determining such Consolidated Net Income (i) interest expense for such period, plus (ii) income tax expense for such period, plus (iii) consolidated depreciation and amortization for such period.

“Consolidated Net Income” means, for any period, the consolidated net income (or loss) of Fieldwood and its consolidated subsidiaries for such period, as determined in accordance with GAAP.

“Contractor” means a Person which is a party in the capacity as prime contractor under the Decommissioning Contract with any Co-Borrower.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Decommissioning” has the meaning given to such term in the Decommissioning Agreement.

“Decommissioning Agreement” means that certain Decommissioning Agreement dated as of September 30, 2013 by and among Apache Corporation, a Delaware corporation, Apache Shelf, Inc., a Delaware corporation, and Apache Deepwater LLC, a Delaware limited liability company, Apache Shelf Exploration LLC, a Delaware limited liability company, Fieldwood Energy LLC, a Delaware limited liability company, and GOM Shelf LLC, a Delaware limited liability company, as amended by (i) that certain First Amendment to Decommissioning Agreement dated as of September 30, 2013, (ii) that certain Second Amendment to Decommissioning Agreement dated as of September 30, 2013, (iii) that certain Third Amendment to Decommissioning Agreement dated effective as of April 25, 2017, (iv) that certain Fourth Amendment to Decommissioning Agreement dated effective as of September 1, 2017 (as such Fourth Amendment to Decommissioning Agreement was amended by that certain Letter Agreement by and among the Parties dated January 3, 2018), and (v) that certain Fifth Amendment to Decommissioning Agreement dated effective as of April 11, 2018.

“Decommissioning Contract” means each services contract in effect from time to time by and between either or both of the Co-Borrower and any Contractor for all or any portion of the Decommissioning remaining to be conducted on or after the Effective Date.

“Decommissioning Plan” has the meaning assigned to such term in ~~Section 4.01(k)~~ Section 4.02(l).

“Debtor” means Fieldwood Energy LLC.

“Default” means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger and all other documents filed with respect to the Borrowers with the Texas Secretary of State related to the creation of Fieldwood Energy I LLC and Fieldwood Energy II LLC.

“Document” has the meaning assigned to such term in the UCC.

“dollars” or “\$” refers to lawful money of the U.S.

“Effective Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 8.02), which shall also be the date on which the plan of reorganization confirmed by the Confirmation Order becomes effective.

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, Release or threatened Release of any Hazardous Material or to health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Co-Borrower, directly or indirectly, resulting from or based upon (a) any violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) any exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” has the meaning assigned to such term in the Security Agreement.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any Co-Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“Event of Default” has the meaning assigned to such term in Article VII.

“Excess Cash Flow” means for any fiscal quarter of the Borrowers, the sum, without duplication, of (a) Consolidated EBITDA for such period, minus (b) voluntary payments on Indebtedness made by any Co-Borrower minus (c) interest expense paid in cash by any Co-Borrower during such period, minus (d) the amount of taxes paid in cash by any Co-Borrower for such period, minus (e) the aggregate amount of interest payments and operating expenditures estimated for the following three (3) month period, minus (f) the amount of working capital needed by the Borrowers for the following three (3) months for performance of Borrowers’ obligations under the Decommissioning Agreement, and (g) minus, during 2021 and 2022 only, the amount (up to an aggregate amount of \$80,000,000 during each such year) actually spent by Borrowers on Decommissioning of the Applicable Properties (as defined in the Decommissioning Agreement) during each of calendar year 2021 and calendar year 2022.

“Financial Statements” has the meaning assigned to such term in Section 5.01.

“Funding Account” has the meaning assigned to such term in Section 4.01(g).

“GAAP” means generally accepted accounting principles in the U.S in effect from time to time; *provided*, that, notwithstanding any term or provision contained in this Agreement or any other Loan Document, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be Indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter), in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“GOM Shelf Properties” has the meaning given to such term in the Limited Liability Company Agreement of Fieldwood.

“Governmental Authority” means the government of the U.S., any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of

guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); and (c) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (to the extent of the value of the property of such Person securing such Indebtedness), (g) all Guarantees by such Person of Indebtedness of others, (h) all capital lease obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) obligations under any liquidated earn-out.

“Indemnitee” has the meaning assigned to such term in Section 8.03(b).

“Inventory” has the meaning assigned to such term in the UCC.

“~~Farmout Agreement~~JDA” means that certain ~~Farmout~~Joint Development Agreement dated as of the Effective Date by and among the Borrowers and ~~{Fieldwood Energy II LLC}~~.

“JOA” means each and every Joint Operating Agreement in effect from time to time by and among the Borrowers, ~~{Fieldwood Energy II LLC}~~ and third parties, if any.

“Leases” has the meaning given to such term in the Decommissioning Agreement.

“LC Drawing Amount” has the meaning given to such term in the Decommissioning Agreement.

“Material Contract” means each of (i) the Decommissioning Agreement, (ii) the Decommissioning Contract, (iii) the JOA, (iv) the ~~Farmout Agreement~~ JDA, (v) the Turnkey Removal Contract, (vi) the Trust A Trust Agreement, (vii) the Trust A NPI Conveyance, (viii) the Trust A-1 NPI Conveyance (ix) the Letters of Credit, (x) the Permitted Surety Bonds, (xi) the Recharacterization Mortgages, (xii) the PSA, (xiii) the Master Facilities Agreement and (xiv) other Transaction Documents, in each case, as in effect from time to time.

“Maturity Date” means the earliest to occur of (a) termination of the Decommissioning Agreement, (b) expiration of the period comprised of the fifth (5th) anniversary of the Effective Date (the “Initial Period”) and automatic successive 12-month periods thereafter until the tenth (10th) anniversary of the Effective Date, each expiring on the next anniversary of the Effective Date (each an “Annual Period”), unless no later than 60 days before expiration of the Initial Period or the then Annual Period, as applicable, Lender has delivered written notice to Borrowers that the Maturity Date will occur upon expiration of the Initial Period or the then Annual Period, respectively (if the same is a Business Day, or if not then the immediately next succeeding Business Day), and (c) any date on which the Commitment is reduced to zero or otherwise terminated pursuant to the terms of Article VII.

“Maximum Rate” means the maximum rate of nonusurious interest permitted from day to day by applicable law, including Chapter 303 of the Texas Finance Code (the “Finance Code”) (and as the same may be incorporated by reference in other Texas statutes). To the extent that Chapter 303 of the Finance Code is relevant to Lender for the purposes of determining the Maximum Rate, the Lender may elect to determine such applicable legal rate pursuant to the “weekly ceiling,” from time to time in effect, as referred to and defined in Chapter 303 of the Code; subject, however, to the limitations on such applicable ceiling referred to and defined in the Finance Code, and further subject to any right the Lender may have subsequently, under applicable law, to change the method of determining the Maximum Rate.

“Mortgages” means, collectively, the mortgages or deed of trust executed by the Borrowers to the Lender providing a Lien on all Real Property owned or leased by such Borrowers.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Note” means the promissory note executed by the Borrowers payable to the Lender, in substantially the form of Exhibit A attached hereto, as same may be amended, extended or modified and all promissory notes executed in renewal, extension, modification or substitution thereof.

“Permitted Liens” means, with respect to any Person, (a) pledges or deposits by such Person under workmen’s compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure plugging and abandonment obligations or public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment

Document) or any other Person for the benefit of the Lender, on behalf of the Secured Parties, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Service Provider” means, collectively, any service provider hired by the sole manager of Fieldwood pursuant to Section 7.04 of the Limited Liability Company Agreement of Fieldwood to perform all operations and plugging and abandonment and decommissioning activities with respect to the Borrowers’ properties or assets.

“subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Suspension Period” has the meaning given to such term in the Decommissioning Agreement.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, or other charges in the nature of a tax imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Texas Divided LLC” means any Texas LLC which has been formed upon consummation of a Texas LLC Division.

“Texas LLC” means any limited liability company organized or formed under the laws of the State of Texas.

“Texas LLC Division” means the statutory division of any Texas LLC into two or more Texas LLC’s pursuant to the BOC.

“Transaction Documents” has the meaning given to such term in the Decommissioning Agreement.

“Transactions” means the execution, delivery and performance by the Borrowers of this Agreement and the other Loan Documents, the borrowing of Loans and the use of the proceeds thereof.

“Trust A” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Account” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Funding Default” means the Funding Default (as defined in the Decommissioning Agreement) in respect of January 2021 in the amount of [\$50 million].

“Trust A Funding Default Loan” means a Loan in an amount up to and sufficient to cure the Trust A Funding Default.

“Trust A NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A-1 NPI Conveyance” has the meaning given to such term in the Decommissioning Agreement.

“Trust A Trust Agreement” has the meaning given to such term in the Decommissioning Agreement.

“Turnkey Removal Contract” has the meaning given to such term in the Decommissioning Agreement.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Texas or in any other state, the laws of which are required to be applied in connection with the issue of perfection of security interests.

“U.S.” means the United States of America.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply) and all judgments, orders and decrees of all Governmental Authorities. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignments set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (f) any reference in any definition to the phrase “at any time” or “for any period” shall refer to the same time or period for all calculations or determinations within such definition, and (g) the words “asset” and “property” shall be construed to have the same meaning

reasonably requested by the Lender to be filed, registered or recorded in order to create in favor of the Lender, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

(j) Insurance. The Lender shall have received evidence of insurance coverage in form, scope, and substance reasonably satisfactory to the Lender and otherwise in compliance with the terms of Section 5.10 of this Agreement.

(k) ~~Decommissioning Plan. Lender and Borrowers shall have agreed to a decommissioning plan in form and substance reasonably acceptable to Lender (the "Decommissioning Plan").~~ [Intentionally Blank]

(l) Capitalization. Lender shall have received written evidence, in form and substance satisfactory to Lender, that the capitalization funds received by the Borrowers upon their formation in the amount of \$50,000,000 has been fully utilized under the Decommissioning Plan during the bankruptcy of the Debtor or any unused amount has been funded to the Funding Account.

(m) Material Contracts. Lender shall have received copies of all Material Contracts.

(n) Financial Information. The Lender shall have received (i) an unaudited consolidated balance sheet of Borrowers and their subsidiaries as of the Effective Date and (ii) historical lease operating statements for the assets of each Co-Borrower and its subsidiaries for each month during the 24-month period immediately preceding the Effective Date, and in the case of (i) and (ii), in form and substance reasonably satisfactory to Lender and after giving effect to the divisive merger that is part of the plan of reorganization confirmed by the Confirmation Order.

(o) Other Documents. The Lender shall have received such other documents as the Lender or its counsel may have reasonably requested, including a customary written opinion or opinions of the Borrowers' counsel as to due authorization, execution and delivery, and enforceability of the Loan Documents and perfection of the security interests granted thereby, addressed to the Lender, in form and substance satisfactory to the Lender, and rendered by Weil Gotshal & Manges LLP or a comparable law firm satisfactory to Lender.

The Lender shall notify the Borrowers of the Effective Date, and such notice shall be conclusive and binding.

Section 4.02 Each Credit Event. The obligation of the Lender to make (i) each Loan under Article II hereof (other than a Trust A Funding Default Loan) is subject to the satisfaction of the following conditions and (ii) the Trust A Funding Default Loan is subject to the satisfaction of the following conditions except conditions (c), (e), (k), and (l):

(a) The representations and warranties of each Co-Borrower set forth in the Loan Documents shall be true and correct with the same effect as though made on and as of the date of such Borrowing (it being understood and agreed that any representation or warranty which by its

terms is made as of a specified date shall be required to be true and correct only as of such specified date.

(b) At the time of and immediately after giving effect to such Loan, no Default shall have occurred and be continuing.

(c) All amounts in the Trust A Account, the Letters of Credit, and the Permitted Surety Bonds have been fully exhausted or are not available to pay or reimburse Lender for Decommissioning.

(d) The Decommissioning Agreement is in full force and effect, has not been terminated and has become the obligation of the Borrowers under the Confirmation Order and/or the Divisive Merger Documents.

(e) Other than any Co-Borrower's failure to comply with the reimbursement obligations in Section 2.7 of the Decommissioning Agreement, there are no uncured events that constitute or would result in the nonperformance, default, or breach by any Co-Borrower under the Decommissioning Agreement.

(f) Since the Effective Date, none of the events set forth in Article VII of the Decommissioning Agreement have occurred, nor has any Co-Borrower assigned, conveyed, sold, farmed out or otherwise transferred any of the Leases other than with respect to (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood and (ii) conveyances or other transfers consummated in accordance with the JOA or ~~Farmout Agreement~~JDA.

(g) Since the Effective Date, no Co-Borrowers has received cash from the Trust A Account, including, but not limited to, pursuant to Section 4.3(b) and Section 4.5 of the Decommissioning Agreement.

(h) Since the Effective Date, no Co-Borrowers has caused a reduction in the LC Drawing Amount, including, not limited to, pursuant to Section 4.3(b) of the Decommissioning Agreement.

(i) A Suspension Period shall not have commenced and be continuing.

(j) Lender has received a copy of the Decommissioning Contract, in form and substance satisfactory to the Lender, for the Decommissioning to be funded with a borrowing, together with a schedule showing (i) all subcontracts awarded as of the Borrowing Request, including names, types of work, subcontract amounts and percentage retainage provided in said subcontracts, (ii) the amount of general conditions and an estimate of value for each subcontract not awarded as of such date, and (iii) a total overall schedule of value.

(k) Lender shall have received the following in form and substance reasonably satisfactory to Lender (collectively, a "Borrowing Package", together with any amendments, modifications or supplements of the same) at least ten (10) Business Days prior to the date of the

requested Loan (which, for the avoidance of doubt, may be submitted in advance of the identification of a proposed borrowing date):

(i) a certification from Borrowers in favor of Lender that (i) the Decommissioning to be made with the proceeds of a proposed Borrowing Request is contemplated by the Decommissioning Plan then in effect (both as to amount of such requested Loan and as to the timing of such requested Loan), (ii) that the proposed use of the proceeds therefrom is for cost and expenses in compliance with the Decommissioning Plan then in effect and (iii) Borrowers shall have sufficient funds (on a pro forma basis (reasonably projected, on a good faith basis) after giving effect to the Loan requested) to pay all accrued interest due under Section 2.07(c) for the following six (6) month period;

(ii) a certification from the Contractor in the form acceptable to Lender with respect to the requested Loan, detailing the Decommissioning covered or to be covered by the Borrowing, itemizing any estimated costs and expenses of such Decommissioning and/or including copies of invoices itemizing costs and expenses incurred with respect to such Decommissioning, as applicable;

(iii) partial lien waivers or releases of lien for all lienable work done and materials delivered with respect to such Decommissioning covered in the request, to the extent applicable (for purposes of clarity, this only applies to work performed prior to the date of the Borrowing Package);

(iv) to the extent not previously delivered to Lender, copies of all permits, orders, certificates, licenses and approvals required under applicable Requirements of Law for the Decommissioning (collectively, the "Required Approvals") as of the date of the requested Loan and copies of all subcontracts; *provided, however*, with respect to any Required Approvals that have not been issued as of the date of submission of a Borrowing Package, Co-Borrower shall include with the Borrowing Package Co-Borrower's certification and covenant in form and substance reasonably satisfactory to Lender that (i) Co-Borrower has received from the applicable Governmental Authority indication that such Required Approvals will be issued to Co-Borrower, specifying the expected time of issuance thereof, (ii) Co-Borrower diligently shall pursue such Required Approvals, and (iii) Co-Borrower promptly shall deliver to Lender copies of such Required Approvals upon receipt thereof; *provided further, however*, Lender shall have discretion to decline any Borrowing Request that is not preceded or accompanied by copies of all Required Approvals; and

(v) such additional documentation reasonably requested by Lender.

(1) Decommissioning Plan. Lender and Borrowers shall have agreed to a decommissioning plan in form and substance reasonably acceptable to Lender (the "Decommissioning Plan").

delinquent or in default, except those which are being contested by Borrowers in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

Section 5.05 Maintenance of Properties. The Borrowers will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear and performance of its obligations under the Decommissioning Agreement excepted; provided, however, that nothing in this Agreement shall prevent the Borrowers from relinquishing or allowing any Leases to expire or terminate, in each case in the ordinary course of the Borrowers' business.

Section 5.06 Books and Records; Inspection Rights. Each Co-Borrower will (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (b) permit any representatives designated by the Lender (including employees of the Lender or any consultants, accountants, lawyers, agents and appraisers retained by the Lender), upon reasonable prior notice, during normal business hours, to visit and inspect its properties, conduct at such Co-Borrower's premises field examinations of such Co-Borrower's assets, liabilities, books and records, including examining and making extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times, as often as reasonably requested at the Borrowers' expense.

Section 5.07 Compliance with Laws and Material Contractual Obligations. Each Co-Borrower will (a) comply with each Requirement of Law applicable to it or its property (including, without limitation, Environmental Laws) in all material respects and (b) perform in all material respects its obligations under material agreements to which it is a party. Each Co-Borrower will enforce policies and procedures designed to ensure compliance by such Co-Borrower, and its directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.08 Use of Proceeds.

(a) The proceeds of the Loans (except the Trust A Funding Default Loan) will be used only for payment or reimbursement of costs associated with plugging, facility and well removal and abandonment, and other actions permitted or required by the Decommissioning Agreement. The proceeds of the Trust A Funding Default Loan will be used only to fund Trust A.

(b) No Co-Borrower will request or use any Borrowing and shall procure that its directors, officers, employees and agents shall not use, the proceeds of any Borrowing (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) No Co-Borrower will wind-up, dissolve, liquidate, or terminate or initiate any bankruptcy, insolvency or similar proceeding.

(c) No Co-Borrower will file any motion seeking to amend, modify or alter, in any way, the Confirmation Order.

(d) No Co-Borrower will (i) revoke any voluntary decision to wind-up or cancel the required winding up of such Co-Borrower due to an event specified in Section 11.051 of the BOC or (ii) reinstate such Co-Borrower after termination.

(e) No Co-Borrower will (i) conduct or be involved in any business or operations other than operating or plugging and abandoning and decommissioning the Legacy Apache Properties or the GOM Shelf Properties or (ii) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business.

(f) No Co-Borrower will change its fiscal year or any fiscal quarter from the basis in effect on the date hereof.

(g) No Co-Borrowers will change the accounting basis upon which its financial statements are prepared.

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. No Co-Borrower will form any subsidiary or enter into any joint venture or similar business arrangement after the date hereof, or purchase, hold or acquire any Equity Interests, evidences of Indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans, advances or capital contributions to, Guarantee (except for the Borrower Guarantees) any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase, farm-in or otherwise acquire any assets of any other Person, except:

(a) farm-in or farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or ~~Farmout Agreement~~[JDA](#).

Section 6.05 Asset Sales. No Co-Borrower will sell, transfer (including any disposition of property to a Texas Divided LLC pursuant to a Texas LLC Division), farmout, lease or otherwise dispose of any asset, including any Equity Interest owned by it, except:

(a) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood; and

(b) conveyances or other transfers consummated in accordance with the JOA or ~~Farmout Agreement~~[JDA](#).

Section 6.06 Sale and Leaseback Transactions. No Co-Borrower will enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or

personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

Section 6.07 Swap Agreements. No Co-Borrower will enter into any swap agreement (other than for physical swaps of less than one year in duration) without the Lender's prior consent in its sole discretion.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness. No Co-Borrower will declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so.

Section 6.09 Transactions with Affiliates. No Co-Borrower will (a) enter into, amend, waive any provision of, or any of its rights under, or terminate any Related Party Agreement or (b) sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) farmout transactions consummated in accordance with Section 7.06 of the Limited Liability Company Agreement of Fieldwood, (ii) conveyances or other transfers consummated in accordance with the JOA or ~~Farmout Agreement~~ IDA and (iii) the transition services agreement entered into between any Co-Borrower and ~~Fieldwood Energy II LLC~~ as of even date herewith, as may be amended or replaced in its entirety.

Section 6.10 Restrictive Agreements. No Co-Borrower will enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of such Co-Borrower to create, incur or permit to exist any Lien upon any of its property or assets securing the Secured Obligations.

Section 6.11 Amendment of Organizational Documents; Material Contracts. (a) No Co-Borrower will (i) amend, modify, supplement or waive any provision of, or any of its rights under, its certificate of formation or organization, as applicable, its limited liability company agreement or any other organizational document of such Co-Borrower or (ii) issue additional Equity Interests or admit additional Persons as members under the limited liability company agreement of such Co-Borrower.

(b) No Co-Borrower will (i) amend, modify, supplement, or waive any provision of, or any of its rights under, or terminate any Material Contract, or (ii) enter into any joint operating agreement with respect to the operatorship of the Real Properties or any joint development agreement relating to the Real Properties except as otherwise permitted in Sections 6.04 or 6.05 hereof.

Section 6.12 Amendment or Termination of Material Relationships. No Co-Borrower will (a) remove, replace or materially change the work to be performed by the Service Provider or (b) remove, replace or materially change the powers, rights or responsibilities of the sole manager or independent director of Fieldwood.